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REPLY TO:

Tarrytown Office

July 20, 2022

Honorable Supervisor Matthew Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

RE: Homeland Towers, LLC
109 Granite Springs Road
Town of Yorktown, NY

Dear Honorable Supervisor Slater and Members of the Town Board:

We are the attorneys for Homeland Towers, LLC ("Homeland Towers") in connection with its proposal to lease a portion of the above captioned property from the Town for a proposed public utility wireless telecommunication facility ("Facility"), including a 130-foot tower and equipment compound designed for the collocation of multiple wireless carriers and Town emergency services entities.

Section 300-59(D)(1) of the Town Code expressly states that "wireless telecommunication facilities shall be located on Town-owned lands or facilities." Such facilities are subject to Town Board lease approval. In this instance, parkland alienation is also required from the New York State legislature.


In furtherance of the foregoing, enclosed please find ten (10) copies of the following materials:

1. Proposed Lease Agreement;
2. Full Environmental Assessment Form;
3. RF Justification Report;
4. Radio Frequency Compliance Report, demonstrating that the Facility will be in compliance with FCC regulations pertaining to radio frequency emissions;
5. Viewshed maps and visual renderings demonstrating that the proposed Facility will not have an adverse visual impact;

6. Sound Analysis demonstrating that the Facility will not create an adverse impact due to noise;
7. Alternative Site Analysis from Klaus Wimmer;
8. Alternative Access Analysis from Klaus Wimmer;
9. FAA Determination of No Hazard to Air Navigation;
10. Wetland Evaluation Letter; and
11. Site Plans.

We look forward to discussing this matter with the Town Board at its next available meeting. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,
SNYDER & SNYDER, LLP

By: 
Robert D. Gaudio

Enclosures

RDG/cae

cc: Adam Rodriguez

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SITE NO.: NY578
SITE NAME: Granite Springs
LESSOR: Town of Yorktown
LEASE NO.: 2

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT ("Agreement") is made and entered into as of this ____ day of _____ 202_ (the "Effective Date") by and between the Town of Yorktown, a municipal corporation ("LESSOR") and HOMELAND TOWERS, LLC, a New York limited liability company, ("LESSEE"). LESSOR and LESSEE are individually referred to herein as a "Party" and collectively as the "Parties."

Recitals

- A. WHEREAS, LESSOR is the owner of certain property located on Granite Springs Street, Yorktown Heights, NY 10598, Westchester County, State of New York, Tax Parcel No. 27.11-1-33, a legal description of which is set forth in Exhibit "A" attached hereto and incorporated herein (the "Property"); and
- B. WHEREAS, LESSEE desires to lease certain ground space on the Property for the placement of LESSEE's equipment, building(s) and tower(s) for the purpose of constructing, establishing, and maintaining a radio transmission tower facility for LESSEE's use and that of its subtenants, licensees and customers (collectively, "Customers"), which facility includes tower(s), building(s), radio transmitting and receiving antennas, communications equipment, and related cables, wires, conduits, air conditioning equipment and other appurtenances (the "Telecommunications Facilities"); and
- C. WHEREAS, LESSOR understands and accepts that LESSEE's primary business is the leasing, subleasing, and licensing portions of the Telecommunications Facilities to its Customers.

Agreement

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LESSOR and LESSEE agree as follows.

1. Option to Lease. (a) In consideration of the payment of Five Hundred and 00/100 Dollars (\$500.00) (the "Option Fee") by LESSEE to LESSOR, LESSOR hereby grants to LESSEE an option to lease the Leased Premises (as defined in Section 2 below), on the terms and conditions set forth herein (the "Option"). The Option shall be for a term of twelve (12) months, commencing upon the date of mutual execution of this Agreement and ending twelve (12) months from such date (the "Initial Option Period"). LESSEE shall have the right to extend the Option for two (2) additional twelve (12) month periods (each, an "Extension Period") by giving written notice to LESSOR prior to the end of the then-current Option Period, which notice shall be accompanied by an additional option fee payment of Five Hundred and 00/100 Dollars (\$500.00) (the "Additional Option Fee"). As used herein, the "Option Period" means the Initial Option Period and any applicable Extension Period(s).

(b) During the Option Period and any applicable extension thereof, LESSEE may exercise the Option by so notifying LESSOR in writing.

(c) The provisions of Sections 3(b) and 3(c) of this Agreement shall apply with equal force during the Option Period and, to the extent that LESSEE exercises the Option, the Term of this Agreement.

2. Premises. Subject to the following terms and conditions, LESSOR leases to LESSEE and LESSEE leases from LESSOR certain ground space located on the Property sufficient for the construction, operation and maintenance of LESSEE's Telecommunications Facilities, together with all necessary easements for access, egress and utilities, as generally described in this Agreement (the "Leased Premises") as depicted on the site plan/drawing attached hereto and incorporated herein as Exhibit "B" (the "Site Plan"). The Leased Premises is comprised of approximately Five Thousand Six Hundred and Twenty-Five (5,625) square feet of ground space.

3. Permitted Use. (a) The Leased Premises may be used by LESSEE for, among other things, the construction, operation, maintenance, repair and/or replacement of related facilities, towers, buildings, antennas, equipment, and related activities for the transmission and reception of radio communication signals by LESSEE and its Customers (the "Permitted Use").

(b) LESSEE shall, at its expense, obtain any and all certifications, licenses, variances, permits, conditional use permits or authorizations required for LESSEE's use of the Leased Premises from all applicable federal, state, local government and/or regulatory entities (the "Governmental Approvals"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, in obtaining Governmental Approvals by: (i) allowing LESSEE to obtain Governmental Approvals and file such applications, letters and/or documents for zoning and/or building permits as are deemed necessary or appropriate by LESSEE in connection with its use of the Leased Premises; (ii) promptly executing any documents or applications as requested by LESSEE to apply for permits for the use of the Property and Leased Premises; (iii) appointing LESSEE as its agent for all conditional use permit and variance applications, including executing any documents or applications reasonably necessary thereto; (iv) authorizing LESSEE as its agent with respect to signing any zoning or building permit applications for LESSEE's use of the Property; and (v) undertaking any other steps reasonably necessary to obtain any Governmental Approval(s) deemed necessary or appropriate by LESSEE. LESSOR shall take no action during the Option Period or, in the event that the Option is exercised, during the Term of this Agreement (as defined in Section 4 below) that would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE, including, without limitation, initiating, imposing, or consenting to (A) any change in the zoning of the Property, or (B) the placement of any restriction(s) or limitation(s) on the Property that would restrict, limit, or prevent LESSEE's ability to use the Property in the manner set forth in this Section 3.

(c) LESSEE shall perform, at LESSEE's expense, title reports, RF engineering studies, surveys, soil tests, engineering procedures, environmental investigations and such other tests and reports as deemed necessary by LESSEE to determine that LESSEE's use of the Leased Premises will be compatible with LESSEE's engineering specifications, permitted use, system design, operations and Government Approvals (the "Investigations"). LESSOR agrees to cooperate with LESSEE, at LESSEE's expense, with respect to the Investigations by: (i) granting LESSEE a license to enter the Property and conduct the Investigations on, under and over the Property; (ii) allowing LESSEE to perform the Investigations; and (iii) undertaking any other steps as are reasonably necessary in support of such Investigations.

(d) In addition to the provisions of Section 10 below, prior to LESSEE's construction of the Telecommunications Facilities, LESSEE shall have the right to immediately terminate this Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, and/or Governmental Approvals referenced in this Section 3 to be unacceptable to LESSEE in its sole discretion.

4. Term. (a) The initial term of this Agreement ("Initial Term") shall be ten (10) years, commencing on the date of LESSEE's exercise of the Option (the "Commencement Date"). LESSEE shall have the right to extend this Agreement (including all terms and conditions set forth herein) for nine (9) additional five (5) year renewal terms (each, a "Renewal Term"), and collectively, the "Renewal Terms"). Each such renewal shall occur automatically unless LESSEE sends written notice to LESSOR of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Initial Term or then-applicable Renewal Term, as the case may be. As used herein, "Term" means the Initial Term and any applicable Renewal Term(s).

(b) In the event that LESSEE exercises all of the Renewal Terms set forth in the preceding paragraph, LESSEE shall have the exclusive right for the period commencing on the last day of the final Renewal Term through the date which is six (6) months thereafter, to negotiate with LESSOR for a new lease at then-current fair market rental rates ("LESSEE's Limited First Right To Negotiate"). If, at the end of such six (6) month period, the parties have not reached agreement as to all of the material terms of such new lease (including, without limitation, the rent payable thereunder), then LESSEE's Limited First Right To Negotiate shall be of no further force or effect.

5. Rent. (a) Commencing on the Rent Commencement Date, as defined in this paragraph, LESSEE shall pay LESSOR as monthly "Rent" an amount equal to Two Thousand and 00/100 Dollars (\$2,000.00) (the "Minimum Rent") or (b) Thirty Five Percent (35 %) (the "Percentage Rent") of Gross Income (as defined below) derived by LESSEE from its Customers using the Telecommunications Facilities on the Leased Premises (collectively, the "Authorized Users"), whichever is greater. The Rent shall be payable in equal monthly installments in advance on the first day of each month to LESSOR; rent for any partial month will be prorated. Rent shall be sent to LESSOR at the following address, which address may be changed from time to time during the Term by written notice to LESSEE given pursuant to Section 17: Town of Yorktown, 363 Underhill Ave, Yorktown Heights, NY 10598. As used herein, "Rent Commencement Date" means the earlier of (i) six (6) months after the Commencement Date, and (ii) the date on which LESSEE completes construction at the Leased Premises.

(b) Commencing on the first (1st) day of the first Renewal Term (if any), the Minimum Rent due hereunder shall be increased by an amount equal to ten percent (10%) over the Minimum Rent applicable during the Initial Term. On the first day of each follow-on Renewal Term thereafter (if any), the Minimum Rent due hereunder shall be increased by an amount equal to ten percent (10%) of the Minimum Rent applicable during the immediately preceding Renewal Term.

(c) As used herein, "Gross Income" means the income actually received by LESSEE from the Authorized Users during the applicable month or portion thereof in connection with their occupancy of the Telecommunications Facilities on the Leased Premises. The parties agree and acknowledge that the following fees, reimbursements, taxes, and pass-throughs paid to LESSEE by the Authorized Users are expressly excluded from the definition of Gross Income: (i) installation and maintenance fees for services provided by LESSEE on behalf of the Authorized Users; (ii) operating expense, common area cost, and tenant improvement fees and reimbursements; (iii) utility charges; (iv) damage awards, indemnification payments, and related reimbursements; (v) any and all insurance proceeds (with the limited exception of business interruption insurance, to the extent applicable); (vi) all sums collected from Authorized Users for taxes (including, to the extent applicable, sales and use taxes, excise taxes, and similar taxes) for which LESSEE is responsible; (vii) un-forfeited security deposits; and (viii) any proceeds applicable to LESSEE's assignment of the Lease Agreement. If this Agreement expires or is otherwise terminated prior to the last day of the month, the Percentage Rent due hereunder shall be prorated. All Percentage Rent payments shall be payable as set forth in Section 5(a).

(d) Effective on each anniversary of the Commencement Date, LESSEE shall provide LESSOR a statement (the "Annual Statement") of LESSEE's Gross Income during the applicable calendar year period (or portion thereof). Such statement will be accompanied by the certification of LESSEE's Controller (or his/her designee) confirming that the statement and the Percentage Rent payments were calculated in accordance with this Section 5. Notwithstanding the preceding sentence, in the event that the Agreement expires or is terminated prior to the Commencement Date, LESSEE shall remit a statement and certification referenced in the preceding sentence, to LESSOR not later than 90 days after the date of expiration or termination.

(e) Within thirty (30) days after receipt of all Governmental Approvals necessary for the construction, operation and maintenance of the Telecommunications Facilities, LESSEE shall make a LESSOR a one-time, lump-sum payment in the amount of Twenty Five Thousand and 00/100 Dollars (\$ 25,000.00) which LESSOR shall apply to the benefit of LESSOR's first responders/emergency communication departments.

6. Interference. Subject to LESSEE's rights under this Agreement including, without limitation, non-interference, LESSEE shall not use the Leased Premises in any way which interferes with the use of the Property by LESSOR or its lessees or licensees with rights in the Property prior in time to LESSEE's initial use thereof as a telecommunications facility. LESSOR shall not use, nor shall LESSOR permit its tenants, licensees, employees, invitees or agents to use, any portion of the Property in any way that interferes with the operations of LESSEE. Any interference prohibited by this paragraph shall be deemed to constitute a material breach of this Agreement, and the offending party shall, upon written notice from the other, promptly cause such interference to be terminated. In the event that any such interference is not so terminated, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Agreement immediately upon written notice to the other party.

7. Construction of Improvements. (a) From time to time during the Term hereof, LESSEE shall have the right, in its sole judgment and at its sole cost and expense, to construct, install, operate, maintain, replace, remove, modify, add to, upgrade, rebuild, and/or relocate any or all of the Telecommunications Facilities. Notwithstanding the fact that certain such equipment and appurtenances that are a part of the Telecommunications Facilities may be classified as fixtures under applicable law, the parties agree and acknowledge that all such equipment and appurtenances are, and shall at all times remain, the sole property of LESSEE or its Customers, as the case may be, and that LESSEE shall have the right, but not the obligation, to remove any or all of the same during the Term of this Agreement and/or at the expiration or earlier termination hereof.

(b) The Telecommunication Facilities shall be initially configured as generally set forth in Exhibit "C," attached hereto and incorporated herein (the "Site Plan"). LESSEE shall have the right to modify, replace, add to, upgrade, rebuild, and/or relocate the Telecommunication Facilities at any time during the Term.

(c) LESSEE shall be solely responsible for the operation, maintenance, repair of, and the insurance for, the Telecommunications Facilities.

(d) Effective upon the Commencement Date of this Agreement and throughout the Term hereof, LESSEE shall post a removal bond to the benefit of LESSOR substantially conforming to the draft bond attached hereto and incorporated herein as Exhibit "E" (the

“Removal Bond”). LESSEE’s failure to timely remove its Telecommunications Facilities from the Leased Premises pursuant to the terms of this Agreement shall constitute a default under this Agreement and LESSOR shall so notify the Surety in writing.

8. Access. (a) As partial consideration for the Rent paid by LESSEE pursuant to this Agreement, LESSEE shall have, throughout the Term hereof, the right to access the Leased Premises over and across the Property twenty-four (24) hours per day, seven (7) days a week for the purpose of ingress, egress, operation, maintenance, replacement, and repair of the Telecommunications Facilities (the **“Access Rights”**). The Access Rights granted herein (i) include the nonexclusive right to enter the Property from the nearest public street and driveway, parking rights, and (ii) extend to LESSEE, its Customers, their contractors, subcontractors, equipment and service providers, governmental agencies of appropriate jurisdiction, and the duly-authorized employees, inspectors, representatives, and agents of each of them.

(b) In addition to the Access Rights set forth in the preceding paragraph, during the period that the Telecommunications Facilities are being constructed, LESSOR grants to LESSEE and its Customers the right to use such portions of the Property and the Adjacent Property as are reasonably required for the construction and installation of the Telecommunications Facilities, including, but not necessarily limited to, (i) the right of ingress to and egress from the Property and, to the extent reasonably required, the Adjacent Property for construction machinery and related equipment, and (ii) the right to use such portions of the Property and/or Adjacent Property as are reasonably necessary for the storage of construction materials and equipment. As used herein, **“Adjacent Property”** means other real property owned by LESSOR that is contiguous to, surrounds, or in the immediate vicinity of the Property.

9. Utilities. (a) LESSOR hereby grants to LESSEE, at LESSEE’s sole cost and expense, the right to install, and, to the extent applicable, improve, upgrade, and modify utilities at the Leased Premises (including, without limitation, telephone service, telecommunications lines (including, fiber) and electricity). LESSEE shall, to the extent reasonably practicable, install separate meters or sub-meters, as the case may be, for utilities used in the operation of the Telecommunications Facilities on the Leased Premises.

(b) As partial consideration for the Rent paid by LESSEE under this Agreement, LESSOR hereby grants to LESSEE and the servicing utility companies a nonexclusive right of way over and across the Property as necessary for the construction, installation, running, servicing and maintenance of electrical power and other utilities necessary to serve the Telecommunication Facilities. Upon LESSEE’s request, LESSOR agrees to promptly execute any and all documents necessary to evidence the rights granted to LESSEE pursuant to this paragraph including, without limitation, right-of-way and easement documents, and further grants to LESSEE an irrevocable power of attorney to execute, on LESSOR’s behalf, any and all such documents.

10. Default and Termination. (a) In addition to other events or circumstances permitting the termination of this Agreement, this Agreement may be terminated, without any penalty or further liability, as follows: (i) by either party, upon a breach or default of any covenant or term hereof by the other party, which breach or default is not cured within thirty (30) days of the breaching party’s receipt of written notice thereof from the non-breaching party; *provided, however*, that if efforts to cure such breach are commenced within such thirty (30) day period and are thereafter diligently prosecuted to completion, such period shall be extended for a period of time not to exceed six (6) months, and further provided that the cure period for any monetary default shall be thirty (30) days from the defaulting party’s receipt of the other party’s written notice of payment delinquency; (ii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises become technologically unsuitable, in LESSEE’s opinion, for LESSEE’s Telecommunications Facilities for reasons including, but not limited to, unacceptable radio signal interference and any addition, alteration, or new construction on, adjacent to, or in the vicinity of the Leased Premises and/or the Property that blocks, either partially or totally, transmission or receiving paths; (iii) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that any Governmental Approval that LESSEE considers to be necessary or convenient for the construction, operation, maintenance, reconstruction, modification, addition to, or removal of the Telecommunications Facilities is not, in LESSEE’s sole discretion, reasonably obtainable or maintainable in the future; (iv) by LESSEE, upon thirty (30) days prior written notice to LESSOR, in the event that the Leased Premises cease to be economically viable as a telecommunications site (as determined by LESSEE in its sole business judgment); and (v) by LESSEE, upon thirty (30) days prior written notice to LESSOR, if any Hazardous Substance (as defined in Section 13 below) is or becomes present on the Property in violation of any Environmental Laws (as also defined in Section 13 below) to the extent that such is not caused by LESSEE.

(b) Except as expressly limited by this Agreement, a party’s termination hereof as the result of a breach thereof by the other party that is not cured within the applicable period set forth in Section 10(a) shall be in addition to, and not in lieu of, any and all remedies available to the terminating party, whether at law or in equity.

11. Condemnation. If all or any part of the Leased Premises, or if all or any part of the Property underlying the Telecommunication Facilities or providing access to the Premises is taken by eminent domain or other action by governmental authority(s) of appropriate

jurisdiction (each, an “Act of Condemnation”), and if, in LESSEE’s sole discretion, such an Act(s) of Condemnation renders the Premises unusable for the Permitted Use set forth in Section 3 hereof, then LESSEE shall have the right to immediately terminate this Agreement upon written notice to Lessor, and all Rent obligations (except those that accrued prior to the effective date of termination) shall cease. If LESSEE elects not to terminate this Agreement following an Act of Condemnation, then this Agreement shall continue unaffected, except that the Rent shall be reduced or abated in proportion to the actual reduction or abatement of LESSEE’s use of the Leased Premises as a result of such Act of Condemnation. In the event of an Act of Condemnation (whether in whole or in part), LESSEE shall be entitled to pursue and receive the award related to the Telecommunication Facilities and any equipment and/or infrastructure owned or constructed by LESSEE that is related thereto. The terms set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. Indemnification. Subject to the provisions of Section 14 below, LESSEE shall defend (with counsel reasonably acceptable to LESSOR), indemnify, and hold LESSOR harmless from and against any claims (including reasonable attorneys’ fees, costs and expenses incurred in defending against such claims), losses, damages, and liabilities (collectively, “Claims”) resulting from the negligence or willful misconduct of LESSEE and LESSEE’s agents, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the “LESSEE Parties”) occurring in or about the Premises or the Property. LESSOR shall defend (with counsel reasonably acceptable to LESSEE), indemnify, and hold LESSEE harmless from all Claims arising from the negligence or willful misconduct of LESSOR and LESSOR’s agents, lessees, licensees, invitees, and contractors, and the shareholders, directors, officers, and employees of each of them (the “LESSOR Parties”) occurring in or about the Premises or the Property. The terms set forth in this Section 12 shall survive the expiration or earlier termination of this Agreement.

13. Hazardous Substances. LESSOR represents and warrants to LESSEE that LESSOR (a) is not presently, nor at any time in the past did LESSOR engage in or permit, and (b) has no knowledge of any other person or entity’s engaging (whether past or present) or permitting (whether past or present) any operations or activities upon, or any use or occupancy of any portion of the Property (including, without limitation, the Leased Premises), for the purpose of or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances, materials or wastes (individually, a “Hazardous Substance” and collectively, “Hazardous Substances”) regulated under any federal, state, or local law, rule, or regulation pertaining to the environment, public health or safety, or the handling, manufacturing, treatment storage, use, transportation, spillage, leakage, dumping, discharge or disposal of Hazardous Substances (collectively, “Environmental Laws”). LESSOR and LESSEE each agree that they will not use, generate, store, or dispose of any Hazardous Material on, under, about or within the Property or the Leased Premises in violation of any Environmental Law(s). LESSOR shall indemnify, defend, and hold harmless LESSEE and the LESSEE Parties (as defined in Section 12 above), and LESSEE shall indemnify, defend, and hold harmless LESSOR and the LESSOR Parties (as defined in Section 12 above), from and against any and all Claims (as also defined in Section 12) arising from the indemnifying party’s breach of any obligation, representation, or warranty contained in this paragraph, except for Claims arising in whole or in any part out of the indemnified party’s use or occupancy of the Property or the Leased Premises. The indemnification provisions set forth in this Section 13 shall survive the expiration or earlier termination of this Agreement.

14. Insurance. a) During the Term of this Agreement, LESSEE shall, at its sole cost and expense, procure and maintain the following insurance with customary exceptions and exclusions: (i) Bodily Injury: \$1,000,000.00 for injury to any one (1) person, and \$2,000,000.00 for injury(s) sustained by more than one (1) person in any one (1) occurrence; and (ii) Property Damage: replacement cost for all of LESSEE’s equipment located at the Leased Premises (collectively, the “LESSEE Policies”). LESSEE covenants and agrees that LESSOR shall be named as an additional insured under the LESSEE Policies. In the event of LESSOR’s written request therefore, LESSEE shall provide LESSOR with a certificate of insurance evidencing the coverage required hereby not later than thirty (30) days following its receipt of LESSOR’s request.

(b) LESSEE hereby releases and holds harmless LESSOR and the LESSOR Parties, and LESSOR hereby releases and holds harmless LESSEE and the LESSEE Parties, from and against any personal injury/death occurring at the Premises and/or the Property that results from risks insured against under any insurance policy(s) carried by such party that are in force at the time of any such injury or damage. LESSOR and LESSEE shall use commercially reasonable efforts to cause all insurance policies referenced in this Section 14 to include a waiver of subrogation against the other party with respect to any injury or damage covered under such policy. The waivers and releases in this paragraph shall not only apply as between the parties, but shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

(c) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying or writing any of the policies referenced in this Section 14 shall not be construed as a waiver of any of the provisions of this Agreement, nor

shall any such insolvency, bankruptcy, or failure relieve either party from its obligations hereunder. The terms set forth in this Section 14(c) shall survive the expiration or earlier termination of this Agreement.

15. Taxes. LESSOR shall be responsible for all real and personal property taxes, assessments, and similar charges assessed against the Property and LESSOR's property thereon. LESSOR has the right, pursuant to the terms of this Agreement and any communications license agreement by and between LESSEE, as licensor and LESSOR, as licensee, to occupy certain mutually-agreed upon space at the Telecommunications Facilities for the placement and operation of LESSOR's Equipment (as defined in Section 21). To the extent not prohibited by applicable law, in consideration for the benefits to be derived by LESSOR with respect to the rent payable under this Agreement and the right to locate and operate the LESSOR's Equipment at the Telecommunications Facilities without an attendant rent obligation, LESSOR shall, throughout the Term of this Agreement, refrain from imposing personal property taxes, assessments, and similar charges with respect to the Telecommunications Facilities and related equipment owned by LESSEE located at the Leased Premises (collectively, the "Telecommunications Facilities Personal Property Taxes"). In the event that applicable law prohibits LESSOR from refraining to assess or impose the Telecommunications Facilities Personal Property Taxes, then LESSOR and LESSEE agree that LESSEE shall have the right to offset the aggregate amount of the Telecommunications Facilities Personal Property Taxes so assessed/imposed against Rent that become due and owing to LESSOR under this Agreement.

16. Quiet Enjoyment, Title and Authority. (a) During the Term of this Agreement, LESSEE may, provided that it is not in default hereunder beyond any applicable notice and cure period, peaceably and quietly hold and enjoy the Premises, free from disturbance from any person claiming by, through, or under LESSOR.

(b) LESSOR covenants and warrants to LESSEE that: (i) LESSOR has full right, power, and authority to execute this Agreement; (ii) LESSOR has good and unencumbered title to the Property, free and clear of any liens or mortgages, except those disclosed to LESSEE and of record as of the date of this Agreement; and (iii) LESSOR's execution and performance of this Agreement will not violate the covenants, provisions, representations, or warranties of any mortgage, deed of trust, lease, or other agreement to which LESSOR is a party or by which LESSOR is otherwise bound.

(c) LESSOR agrees that, during the Term of this Agreement, LESSEE will have the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or receiving facilities for wireless providers and/or users, and that that LESSOR shall not itself operate wireless telecommunications facilities on the Property, or any portion thereof, nor will LESSOR grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

17. Notices. All notices, demands, requests, or other communications which are required to be given, served, or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LESSOR and LESSEE, or to such address as may be designated in writing by either party pursuant to this Section 17:

If to LESSEE, to:
Homeland Towers, LLC
9 Harmony St, 2nd Floor
Danbury, CT 06810
Telephone: (203) 297-6345

With a copy to:
Roni D. Jackson, Esq.
Infra Holdings, LLC
Alexandria, VA 22314
(571) 366-1720

If to LESSOR, to:
Town of Yorktown
363 Underhill Ave
Yorktown Heights, NY 10598
Attn: Supervisor
Telephone: _____

With a copy to:

Attn: _____
Telephone: _____

Notice given by certified or registered mail or by reliable overnight courier shall be deemed to have been delivered on the date of receipt (or on the date receipt is refused, as the case may be) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or courier service.

18. Estoppel, Non-Disturbance and Attornment. (a) From time to time during the Term of this Agreement, LESSOR agrees, upon not less than ten (10) days prior written notice from LESSEE, to execute, acknowledge and deliver to LESSEE a written estoppel certificate (the "Lessor Estoppel") certifying that as of the date of the certification: (i) the Agreement is a valid and enforceable Agreement and is in full force and effect; (ii) that LESSEE is not in default under any of the terms, conditions, or covenants of the Agreement beyond or any applicable cure period or, if applicable, truthfully specifying any default by LESSEE hereunder and the cure period applicable thereto; (iii) the commencement and expiration dates of the then-current term hereof together with any remaining Renewal Term(s); (iv) the amount of the then-current rent payable under the Agreement; and (v) a true and correct copy of the Agreement and all amendments thereto shall be attached to the Lessor Estoppel.

(b) LESSOR shall use good faith efforts to obtain for LESSEE from the holder of any mortgage and/or deed of trust now or hereafter encumbering the Property a non-disturbance and attornment agreement in a form reasonably satisfactory to LESSEE, which agreement shall provide that as long as LESSEE is not in default of any of its material obligations under this Agreement beyond any applicable cure period, its rights as LESSEE hereunder shall not be terminated and its access to and possession of the Leased Premises shall not be disturbed by the mortgagee or trustee, as the case may be, or by any proceedings on the debt which any such mortgage or deed of trust secures, and that any sale at foreclosure shall be subject to this Agreement.

(c) For purposes of allowing LESSEE to satisfy its lender's continuing rights with respect to LESSEE'S property on the Leased Premises, and with respect to LESSEE's rights and interests under this Agreement, LESSOR agrees as follows:

(i) LESSOR shall recognize the subleases and/or licenses of all Customers of LESSEE on the Leased Premises, and, notwithstanding any default hereunder by LESSEE, will permit such Customers to remain in occupancy thereof so long as such Customer is not in default of any material obligation under its sublease/license with LESSEE beyond any applicable notice and cure period;

(ii) LESSOR consents to the granting by LESSEE of a lien and security interest in and/or mortgaging of LESSEE's interest in this Agreement and all of LESSEE's personal property and fixtures located on or attached to the Property, and furthermore consents to the exercise by LESSEE's mortgagee of its rights of foreclosure with respect to such mortgagee's lien and/or security interest. LESSOR agrees to recognize LESSEE's mortgagee as LESSEE hereunder upon any such exercise by LESSEE's mortgagee of its rights of foreclosure. LESSOR further agrees (A) to subordinate any lien or security interest which it may have which arises by law or pursuant to this Agreement to the lien and security interest of LESSEE's mortgagee in the collateral securing all indebtedness at any time owed by LESSEE to its mortgagee (collectively the "Collateral"), and (B) that, upon an event of default by LESSEE under this Agreement or under any applicable mortgage, security agreement, or other loan document executed in favor of LESSEE's mortgagee, LESSEE's mortgagee shall have the full right, title, and authority to exercise its rights against the Collateral prior to the exercise by the LESSOR of any rights which it may have or claim to have therein, including, but not limited to, the right to enter upon the Leased Premises and remove the Collateral free and clear of any applicable lien or security interest of LESSOR;

(iii) Within a reasonable time after the occurrence thereof, LESSOR shall give LESSEE's lender written notice of any breach or default of the terms of this Agreement that is not cured by LESSEE within any applicable notice and cure period(s) (an "Uncured LESSEE Default"). In this regard, LESSEE agrees to notify LESSOR in writing from time to time during the Term of the names and notice addresses of LESSEE's lenders. LESSOR further agrees that no default shall be deemed to have occurred under this Agreement unless LESSOR gives the notice required to lender that is required by this paragraph, and that in the event of any Uncured LESSEE Default, lender shall have the right, to the same extent and with the same effect as LESSEE, for the period set forth in this Agreement, to cure or correct any such Uncured LESSEE Default, whether the same shall consist of the failure to pay rent or the failure to perform, and LESSOR agrees to accept such payment or performance on the part of lender as though the same had been made or performed by the LESSEE; and

(iv) LESSOR acknowledges and agrees that nothing contained in this Agreement shall construed as obligating LESSEE's mortgagee to take any action hereunder, or to perform or discharge any obligation, duty, or liability of LESSEE under this Agreement.

19. Assignment and Subletting LESSEE shall have the right to assign its interest in this this Agreement, whether in whole or in part, without LESSOR's consent. Upon notification to LESSOR of such assignment, LESSEE shall be relieved of all future performance, liabilities and obligations under this Agreement. In addition, LESSEE shall have the right to license or sublet the Leased Premises, in whole or in part, without LESSOR's consent, for the Permitted Use set forth in Section 3.

20. Right of First Refusal. If during the term of this Agreement, LESSOR receives a bona fide offer (“Bona Fide Offer”) from a third party to lease or purchase (a) an interest in all or a portion of the Property whether in fee, by grant of easement, or otherwise, (b) LESSOR’s interest under this Agreement including, but not limited to, LESSOR’s rights to receive rents hereunder, and/or (c) the right to enter into an option, lease, or easement after the term of this Agreement that LESSOR is willing to accept (individually and collectively, the “Property Interest”), LESSEE shall have the right of first refusal (“Right of First Refusal”) to so acquire the Property Interest that is the subject of the Bona Fide Offer. LESSOR shall provide LESSEE with a written copy of the Bona Fide Offer, and LESSEE shall have thirty (30) days following its receipt thereof to notify LESSOR in writing as to whether it wishes to exercise its Right of First Refusal with respect to the Property Interest that is the subject thereof. If LESSEE exercises its right to purchase the subject Property Interest, such purchase shall be made pursuant to all of the terms and conditions set forth under the Bona Fide Offer. If LESSEE fails to exercise its Right of First Refusal, this Agreement shall remain in full force and effect, and such Right of First Refusal shall lapse with respect to the Bona Fide Offer, (but not with respect to any subsequent Bona Fide Offer(s)), unless LESSOR fails to convey the subject Property Interest to the third party in strict accordance with the terms of the Bona Fide Offer within one hundred eighty (180) days of the date of LESSEE’s waiver of such Right of First Refusal.

21. Lessor’s Use of Leased Premises. Subject to the above limitations, during the term of this Agreement, Lessor’s police, highway, fire, water, ambulance and emergency service providers (with the specific exclusion of any county, state or federal providers, each an “Emergency Provider”) shall have the non-exclusive right to install, maintain, and operate antennas, equipment and/or improvements more fully described in Exhibit “B”, annexed hereto and made a part hereof (collectively, “Lessor’s Equipment”) and each Emergency Provider shall enter into a site license/lease or use agreement with LESSEE substantially in the form attached hereto as Exhibit “F” (the “Communications License Agreement”). The relocation and initial installation of the LESSOR’s Equipment shall be performed by a contractor reasonably acceptable to LESSEE and at LESSEE’s expense. The subsequent maintenance of the LESSOR’s Equipment shall be the sole responsibility of LESSOR and/or the Emergency Provider. The LESSOR’s Equipment shall not interfere with any existing or future Customers. Any of LESSOR’s Tower mounted Equipment that provides service in the Town of Yorktown, shall be limited as follows: (i) the antenna or equipment shall be equal to or higher than 130 feet or between the height of 40 feet to 80 feet of the communications tower located at the Leased Premises (the “Tower”); and (ii) Lessor’s antennas shall be placed on the Tower as shown in Exhibit B. LESSOR shall provide LESSEE with a list of current operating frequencies within ninety (90) days of full execution of this Agreement, to be used for Lessor’s Equipment and LESSEE shall take commercially reasonable efforts to ensure that all existing and future Customers shall not cause interference with such operating frequencies.

22. Miscellaneous. (a) This Agreement, including Exhibits A-F hereto which are hereby incorporated herein by this reference, constitutes the entire Agreement and understanding of the parties with respect to the subject matter hereof, and supersedes all prior offers, negotiations, and agreements with respect thereto. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and be executed by a duly authorized representative of each party.

(b) LESSOR shall, not later than thirty (30) days following the Effective Date hereof, provide LESSEE with a copy of LESSOR’s organizational documents which may include, by way of example, (i) LESSOR’s Articles of Incorporation, By-Laws, Partnership Agreement, Operating Agreement and the like, which documents shall evidence LESSOR’s authority, right, and ability to enter into this Agreement, (ii) current certificates of good standing and incumbency, (iii) a duly-executed and authorized resolution authorizing the transactions contemplated hereby, and (iv) a document evidencing, to LESSEE’s commercially-reasonable satisfaction, the signature authority of the LESSOR representative who executed this Agreement on LESSOR’s behalf.

(c) Concurrently with the execution of the Agreement, the parties shall execute the Memorandum of Lease attached hereto and incorporated herein as Exhibit “D” (the “Memorandum”). LESSEE shall cause the Memorandum to be recorded, at LESSEE’s sole cost and expense, in the official records of the county and state in which the Leased Premises are located. Upon determination of the legal description of the Leased Premises by LESSEE (the “Leased Premises Legal Description”), LESSOR and LESSEE shall amend this Agreement and record an amendment to the Memorandum to incorporate the Leased Premises Legal Description.

(d) Any sale or conveyance of all or any portion of the Premises shall be subject to this Agreement and LESSEE’s rights hereunder.

(e) This Agreement shall be construed in accordance with the laws of the state in which the Premises are located, without regard to the choice of law rules thereof.

(f) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(g) This Agreement may be executed in any number of counterparts (including by facsimile or by electronic copy or transmission), each of which shall be the binding agreement of the executing party, and which, when taken together, shall constitute but one and the same instrument.

(h) The provisions of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Option and Ground Lease Agreement to be executed by their duly-authorized representatives as of the Effective Date set forth above.

**TOWN OF YORKTOWN
("LESSOR")**

Signed, sealed and delivered in the presence of:

By: _____

Print Name: _____

Name: _____

Print Name: _____

Title: _____

Tax ID: _____

**HOMELAND TOWERS, LLC
("LESSEE")**

Signed, sealed and delivered in the presence of:

By: _____

Print Name: _____

Manuel J. Vicente
President

Print Name: _____

EXHIBIT "A" TO OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF YORKTOWN, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD, SAID POINT BEING ON A CURVE FORMING THE INTERSECTION BETWEEN THE NORTHERLY SIDE OF SAID GRANITE SPRINGS ROAD AND THE WESTERLY SIDE OF FALMOUTH COURT;

RUNNING THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30 FEET AND TO A POINT OF TANGENCY A LENGTH OF 47.12 FEET;

RUNNING THENCE FROM SAID POINT OF TANGENCY NORTH 39° 48' 25" EAST 170.00 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 200 FEET;

RUNNING THENCE ALONG THE ARC OF SAID CURVE 136.86 FEET TO A POINT OF TANGENCY;

RUNNING THENCE FROM SAID POINT NORTH 4° 47' 50" EAST 169.45 FEET

RUNNING THENCE SOUTH 85° 12' 10" EAST 353.50 FEET;

RUNNING THENCE SOUTH 4° 47' 50" WEST 571.86 FEET;

RUNNING THENCE SOUTH 43° 44' 13" WEST 21.04 FEET;

RUNNING THENCE NORTH 46° 15' 47" WEST 311.48 FEET AND NORTH 50° 11' 35" WEST 203.24 FEET;

RUNNING THENCE SOUTH 39° 48' 25" WEST 170.00 FEET TO A POINT OF CURVE HAVING A RADIUS OF 30 FEET;

RUNNING THENCE ALONG THE ARC OF SAID CURVE 47.12 FEET TO A POINT ON THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD;

RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD NORTH 50° 11' 35" WEST 110.00 FEET TO THE POINT OR PLACE OF BEGINNING.

TAX I.D. NUMBER: 27.11-1-33

BEING THE SAME PROPERTY CONVEYED TO TOWN OF YORKTOWN, A MUNICIPAL CORPORATION, GRANTEE, FROM RUTH WHEAT, GRANTOR, BY DEED RECORDED 05/23/2005, AS DOCUMENT NO. 451290168 AND CORRECTED IN DEED RECORDED 01/24/2006 AS DOCUMENT NO. 460060131 OF THE WESTCHESTER COUNTY RECORDS.

EXHIBIT "B" TO OPTION AND GROUND LEASE AGREEMENT

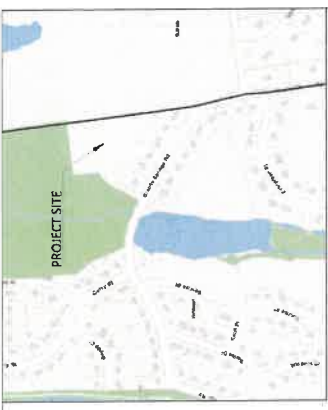
DEPICTION/DESCRIPTION/SITE PLAN OF LEASED PREMISES (SITE PLAN)¹

[See attached drawings, two (2) pages, Sheets LE-1 and LE-2 dated June 19, 2018, prepared by APT Engineering on behalf of Homeland Towers, LLC.]

X The Leased Premises includes ground space.

¹ LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with a legal description of the Leased Premises (the "Leased Premises Legal Description") and an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the Leased Premises Legal Description/As-Built Site Plan to LESSOR, such Legal Description/As-Built Site Plan shall replace the text of this Exhibit.

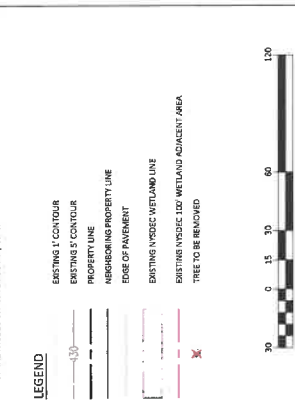
EXHIBIT B



LOCATION MAP
NOT TO SCALE

SITE DATA:
OWNER: TOWN OF YORKTOWN
APPLICANT: HIGHLAND TOWERS, LLC
TAX MAP ID NUMBER: SECTION 27.11, BLOCK 1, LOT 33
ADDRESS: 100 GRANITE SPRINGS ROAD, YORKTOWN, NY 10588
ZONING DISTRICT: R1-20, ONE-FAMILY RESIDENTIAL

- GENERAL NOTES**
1. THESE PLANS SHALL BE CONSIDERED CONCEPTUAL AND NOT FOR CONSTRUCTION.
 2. ALL SURVEY DATA TAKEN FROM SURVEY ENTITLED "SITE SURVEY - NY578" PREPARED BY CONTRACTOR (NY578) ON 04/15/2021.
 3. HIGHLAND TOWERS, LLC (NY578)
 4. ON-SITE WETLANDS WERE IDENTIFIED BY AN INDEPENDENT REMARKS CONSULTANT (NY578) AND FIELD VERIFIED BY SURVEY PERSONNEL OF THE NYDEC ON NOVEMBER 29, 2021.



NOT FOR CONSTRUCTION

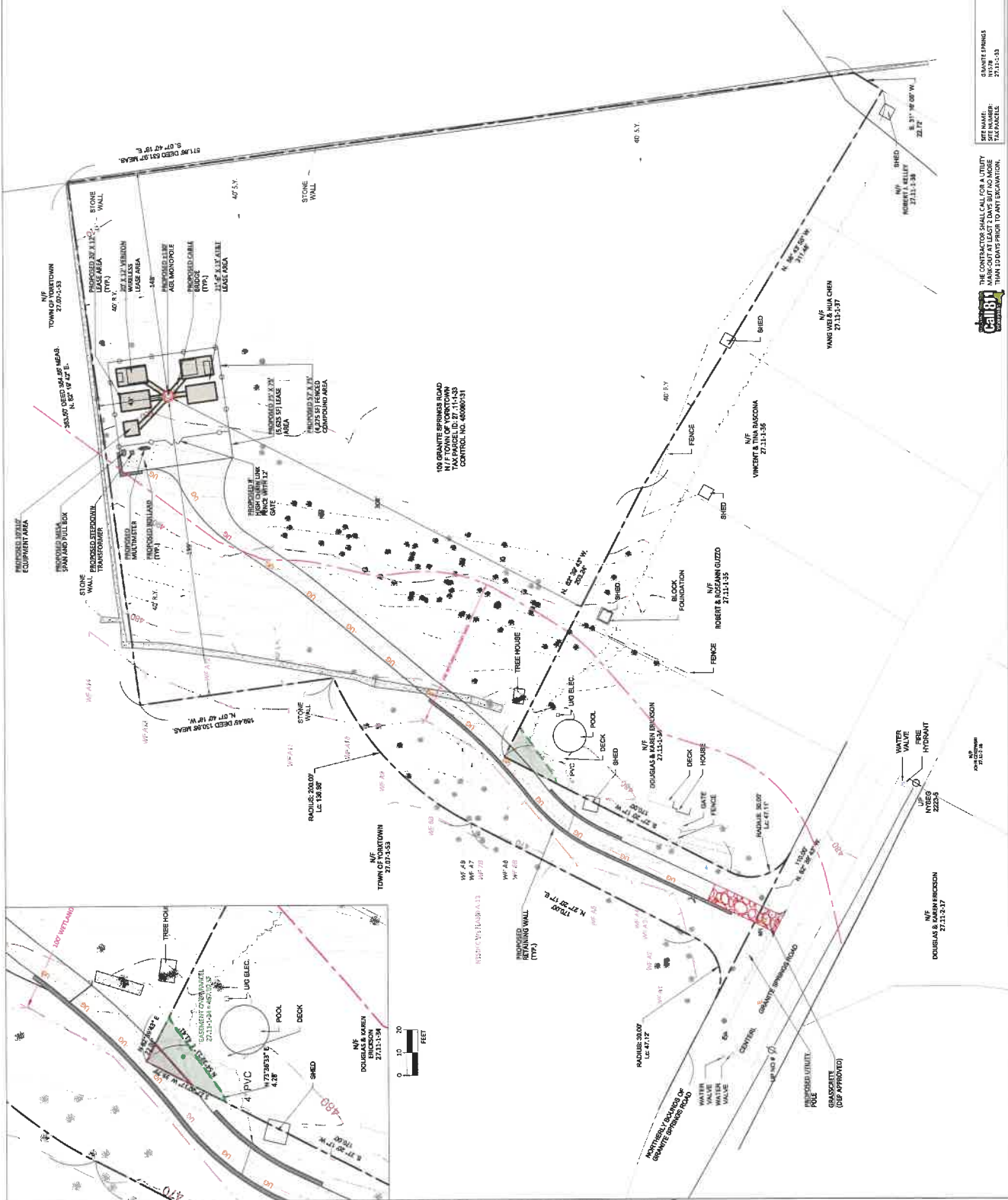
LEASE EXHIBIT

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

KELLARD SESSIONS

100 GRANITE SPRINGS ROAD, YORKTOWN, NY 10588
TEL: 516.466.1111
WWW.KELLARDSESSIONS.COM

PROJECT ID: NY578
DATE: FEBRUARY 15, 2022



THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY CONSTRUCTION.

Call811

GRANITE SPRINGS NY578
SITE NAME: NY578
SITE NUMBER: 100 GRANITE SPRINGS ROAD



- LEGEND**
- EXISTING 1" CONTOUR
 - EXISTING 1/2" CONTOUR
 - PROPERTY LINE
 - NEIGHBORING PROPERTY LINE
 - EDGE OF PAVEMENT
 - EXISTING HYDROIC WETLAND LINE
 - EXISTING HYDROIC 100' WETLAND ADJACENT AREA
 - TREE TO BE REMOVED



NOT FOR CONSTRUCTION

LEASE EXHIBIT
HOMELAND TOWER SITE NY578 -
GRANITE SPRINGS

SEWER DISTRICT OF GRANITE SPRINGS
WESCHSTER COUNTY, NEW YORK

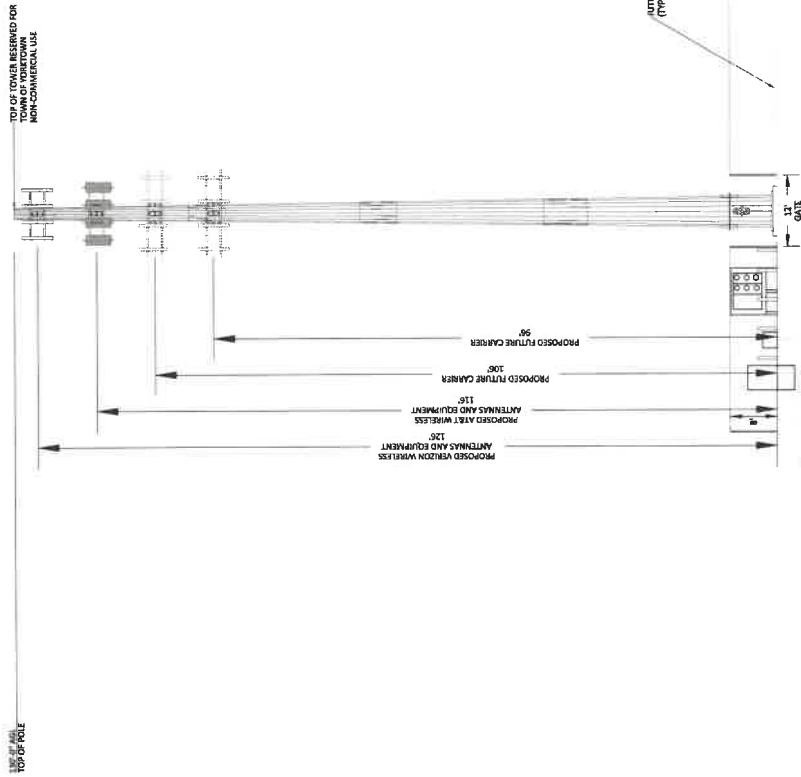
PROJECT NO.	1706210000
DATE	18 FEBRUARY 2022
REVISIONS	
NO.	DESCRIPTION
1	ISSUE FOR PERMIT
2	ISSUE FOR PERMIT
3	ISSUE FOR PERMIT

KELLARD SESSIONS
Professional Engineers
1000 West 10th Street
Granite Springs, NY 12520-3901
Tel: 518-537-1100
Fax: 518-537-1101
www.kellard.com

GRANITE BRIDGE
SET NAME: NY578
SITE NUMBER: 1706210000
DATE: 2/15/22

CRUISE
THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 7 DAYS BUT NO MORE THAN 30 DAYS PRIOR TO ANY EXCAVATION.

DATE PLOTTED: 2/15/22 10:00 AM
SCALE: 1" = 40'
DRAWN BY: J. [unreadable]
CHECKED BY: [unreadable]
PROJECT NO.: 1706210000
DATE: 18 FEBRUARY 2022



NOT FOR CONSTRUCTION

TOWER ELEVATION

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF GRANITE SPRINGS
WESTCHESTER COUNTY, NEW YORK

KELLARD SESSION
 1000 ROUTE 92
 GRANITE SPRINGS, NY 12520
 P: 518.753.2333
 F: 518.753.2379
 WWW.KELLARDSESSION.COM

PROJECT NO. 3
 DRAWING NO. 3
 DATE: FEBRUARY 24, 2012
 REVISIONS:

THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

Call811
 THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

GRANITE SPRINGS NY578 27-11-1-13

DATE PLOTTED: 2/24/12 10:58 AM

EXHIBIT "C" TO OPTION AND GROUND LEASE AGREEMENT

SITE PLAN²

² LESSEE reserves the right to replace this Exhibit during the Term of this Agreement with an as-built site plan (the "As-Built Site Plan"). Effective on the date of LESSEE's delivery of the As-Built Site Plan to LESSOR, such As-Built Site Plan shall replace the text of this Exhibit.

EXHIBIT "D" TO OPTION AND GROUND LEASE AGREEMENT
FORM OF MEMORANDUM OF LEASE

[SEE ATTACHED.]

Prepared/Recording Requested By:

Homeland Towers, LLC
9 Harmony Street, 2nd Floor
Danbury, CT 06810

Record and Return to:

Old Republic Title
Attn: Post Closing
530 South Main Street, Suite 1031
Akron, Ohio 44311
Commitment No. 01-21072936-01T

Tax ID/Parcel No.: 27.11-1-33

(space above for Recorder's use only)

MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

THIS MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT (this "Memorandum"), made and entered into on this ____ day of _____, 202_ by and between the Town of Yorktown, a municipal corporation, with an address of 363 Underhill Avenue, Yorktown Heights, NY 10598 ("Lessor") and HOMELAND TOWERS, LLC, a New York limited liability company, with an address of 9 Harmony Street, 2nd Floor, Danbury, CT 06810 ("Lessee"), is a record of that certain Option and Ground Lease Agreement ("Lease") between Lessor and Lessee dated as of _____, 202_. The Lease contains, among other things, the following terms:

1. Description of Property. The Leased Premises are located on that certain real property described in Exhibit A hereto (the "Property").
2. Term. The "Initial Term" of the Lease is ten (10) years beginning on the date that Lessee exercises the Option set forth in Section 1 of the Lease. Lessee has the right to extend the term of the Lease for nine (9) successive terms of five (5) years each (individually, a "Renewal Term," and collectively, the "Renewal Terms"). The Initial Term and any applicable Renewal Term(s) are collectively referred to as the "Term."
3. Quiet Enjoyment. Pursuant to the Lease, Lessee has the exclusive right to use the Property or any portion thereof for use as telecommunications facilities providing transmission and/or

receiving facilities for wireless providers and/or users, Pursuant to the Lease, Lessor shall not grant a lease, sublease, license, or other right to use the Property, any portion thereof, or any property that is adjacent thereto that may be owned by LESSOR, to any other person or entity for the operation of antenna and/or telecommunications facilities.

4. Subletting. Lessee has the right, at any time during the Term of the Lease, to sublet any portion of the Leased Premises or to permit any portion of the Leased Premises to be occupied or used by its subtenants, licensees, and customers in connection with the provision of communication services.

5. Right of First Refusal. The Lease grants LESSEE a right of first refusal in the event of (a) a lease, grant of an easement, or sale of the Property, in whole or in part, including, but not necessarily limited to, the portion of the Property on which the Leased Premises are located, (b) a sale, transfer, or other conveyance of LESSOR's interest in the Lease including, without limitation, the right to receive rent under the Lease, and (c) the right to enter into an option, lease, or easement after the term of the Lease.

6. Limited First Right to Negotiate. In the event that LESSEE exercises all of the Renewal Terms under the Lease, the Lease grants LESSEE an exclusive right to negotiate with LESSOR with respect to the terms of a new lease for a period of six (6) months commencing on the last day of the final Renewal Term. In the event that LESSEE and LESSOR have not reached agreement as to all of the material terms of the new lease on or before the expiration of such six (6) month period, then LESSEE's exclusive right to negotiate shall be of no further force or effect.

7. Limited Power of Attorney. LESSOR hereby grants the right to LESSEE to complete and execute on behalf of LESSOR any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

8. Ratification of Lease: Release of Memorandum. By this Memorandum, the parties: (a) intend to record a reference to the Lease; (b) hereby ratify and confirm all of the terms and conditions of the Lease; and (c) declare that the Leased Premises are subject to the Lease. Following the expiration or earlier termination of the Lease, Lessee will, upon Lessor's written request therefore, execute and deliver to the Lessor an instrument in recordable form evidencing the expiration/termination of the Lease and the release of this Memorandum.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

Town of Yorktown _____ Signed, sealed and delivered in the presence
a municipal corporation of:
("LESSOR")

By: _____
Name: _____
Title: _____
Print Name: _____
Print Name: _____

State of _____
County of _____

On _____, 202_, before me, the undersigned Notary Public, personally appeared _____ of _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Memorandum of Option and Ground Lease as of the date first above written.

HOMELAND TOWERS, LLC,
a New York limited liability company
("LESSEE")

Signed, sealed and delivered in the presence
of:

Print Name: _____

By: _____
Manuel J. Vicente
President

_____ Print Name: _____

State of _____
County of _____

On _____, 202_, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Print Name: _____

My Commission Expires: _____

Commission No.: _____

EXHIBIT "A" TO MEMORANDUM OF OPTION AND GROUND LEASE AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN THE TOWN OF YORKTOWN, COUNTY OF WESTCHESTER AND STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD, SAID POINT BEING ON A CURVE FORMING THE INTERSECTION BETWEEN THE NORTHERLY SIDE OF SAID GRANITE SPRINGS ROAD AND THE WESTERLY SIDE OF FALMOUTH COURT;

RUNNING THENCE ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 30 FEET AND TO A POINT OF TANGENCY A LENGTH OF 47.12 FEET;

RUNNING THENCE FROM SAID POINT OF TANGENCY NORTH 39° 48' 25" EAST 170.00 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 200 FEET;

RUNNING THENCE ALONG THE ARC OF SAID CURVE 136.86 FEET TO A POINT OF TANGENCY;

RUNNING THENCE FROM SAID POINT NORTH 4° 47' 50" EAST 169.45 FEET

RUNNING THENCE SOUTH 85° 12' 10" EAST 353.50 FEET;

RUNNING THENCE SOUTH 4° 47' 50" WEST 571.86 FEET;

RUNNING THENCE SOUTH 43° 44' 13" WEST 21.04 FEET;

RUNNING THENCE NORTH 46° 15' 47" WEST 311.48 FEET AND NORTH 50° 11' 35" WEST 203.24 FEET;

RUNNING THENCE SOUTH 39° 48' 25" WEST 170.00 FEET TO A POINT OF CURVE HAVING A RADIUS OF 30 FEET;

RUNNING THENCE ALONG THE ARC OF SAID CURVE 47.12 FEET TO A POINT ON THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD;

RUNNING THENCE WESTERLY ALONG THE NORTHERLY SIDE OF GRANITE SPRINGS ROAD NORTH 50° 11' 35" WEST 110.00 FEET TO THE POINT OR PLACE OF BEGINNING.

TAX I.D. NUMBER: 27.11-1-33

BEING THE SAME PROPERTY CONVEYED TO TOWN OF YORKTOWN, A MUNICIPAL CORPORATION, GRANTEE, FROM RUTH WHEAT, GRANTOR, BY DEED RECORDED 05/23/2005, AS DOCUMENT NO. 451290168 AND CORRECTED IN DEED RECORDED 01/24/2006 AS DOCUMENT NO. 460060131 OF THE WESTCHESTER COUNTY RECORDS.

EXHIBIT "E" TO OPTION AND GROUND LEASE AGREEMENT
FORM OF TOWER REMOVAL BOND

[SEE ATTACHED]

Bond No.

Tower Removal Bond

KNOW ALL PERSONS BY THESE PRESENTS: That we _____, a corporation duly organized under the laws of the State of _____, as Principal and _____, as Surety, are held and firmly bound unto _____ as Obligee, in the amount of _____ Dollars (\$_____) for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, the liability of the Surety being limited to the penal sum of this bond regardless of the number of years the bond is in effect.

Whereas, the Principal has obtained written approval from the Obligee for the construction and erection of a wireless communication tower located at _____. Now, therefore if the principal well and truly complies with the maintenance, replacement, removal or relocation of the tower from the aforementioned address within 30 days upon receipt of written notice from the Obligee, to remove, replace, modify, or relocate the tower from said premises then this obligation is void otherwise to remain in full force and effect unless cancelled as set forth below:

1. It shall be a condition precedent to any right of recovery hereunder that, in the event of any default on the part of the Principal, a written statement of the particular facts of such default shall be, within Thirty (30) days, delivered to Surety at it Home Office located at _____ by registered mail to the Surety and the Surety shall not be obligated to perform Principals obligation until sixty (60) days after Surety's receipt of such statement.
2. The surety may cancel this bond at any time by giving Thirty (30) days notice, by registered mail or overnight courier service to _____ (Obligee).
3. No action, suit, or proceeding shall be maintained against the Surety on this bond unless the action is brought within twelve (12) months of the cancellation date of this bond.
4. Regardless of the number of years this bond may be renewed; in no event shall the liability of the Surety exceed the penal sum of this bond.
5. It is understood that the non-renewal of this bond by the Surety, or failure or inability of the Principal to file a replacement bond shall not constitute a loss recoverable by the Obligee under this bond.

Signed, sealed, and witnessed this _____ day of _____,

Principal

Witness

Surety

Witness

, Attorney-in-Fact

EXHIBIT "F" TO OPTION AND GROUND LEASE AGREEMENT
FORM OF COMMUNICATIONS LICENSE AGREEMENT

[SEE ATTACHED]

LICENSOR SITE: NY578 Granite Springs
LICENSEE SITE:
LICENSEE: Town of Yorktown

COMMUNICATIONS LICENSE AGREEMENT

This Communications License Agreement (“Agreement”) is entered into this ___ day of _____, 202_ (“Execution Date”), between **Homeland Towers, LLC**, a New York limited liability company (“LICENSOR”), and **Town of Yorktown**, a New York municipal corporation (“LICENSEE”).

1. Scope of License. Subject to the terms and conditions of this Agreement and the underlying Master Lease, LICENSOR hereby grants permission to LICENSEE to install, maintain and operate the radio communications equipment, antennas, cable runs, electrical and communications equipment, equipment shelter(s) and other supporting equipment described in attached **Exhibit “A”** (the “**Equipment**”) at LICENSOR’s communication site described in the attached **Exhibit “B”** (the “**Site**”), at the location described in the attached **Exhibit “C”** (“**Licensed Premises**”) together with the nonexclusive right to use, subject to the terms, conditions, and covenants of this Agreement, the rights-of way shown on Exhibit C for cable runs from the tower to the ground space, ingress and egress and electric and telephone utility services.

2. Term. The “**Term**” of this Agreement shall commence on the Commencement Date and shall continue thereafter for so long as the Master Lease (as defined in Section 16 below) remains in full force and effect, *provided, however*, that LICENSEE is not then in default hereunder byong any applicable notice and cure period.

3. License Fee. (a) On the Commencement Date, LICENSEE shall pay to LICENSOR an annual fee of One and 00/100 Dollar (\$1.00) (“**License Fee**”). LICENSEE agrees that payment of the License Fee or other sums that become due under this Agreement shall be due and payable without the necessity of a demand or invoice from LICENSOR.

(b) LICENSEE shall obtain electricity directly from the public utility company servicing the Site and have a separate electric meter installed at LICENSEE’s sole cost and expense to measure LICENSEE’s electric consumption. LICENSEE shall pay directly to the public utility company for the installation of the meter and for any electricity consumed by LICENSEE at the Site.

(c) If applicable, LICENSEE shall pay all personal property taxes or other taxes assessed against LICENSEE’s Equipment located within the Licensed Premises, and its pro-rata share of any increase in real property taxes and other similar taxes and assessments levied against the Site over any real estate taxes and other similar taxes and assessments paid by LICENSOR prior to the Commencement Date of this Agreement. LICENSOR agrees to furnish proof of any such increase to LICENSEE. If applicable, LICENSEE further agrees to pay any sales or use tax assessed by local and/or state jurisdictions with respect to any revenues paid by LICENSEE to LICENSOR hereunder.

4. Inspection of Licensed Premises. The Licensed Premises shall be provided in “AS IS” condition by LICENSOR. LICENSEE acknowledges that no representations or warranties have been made to LICENSEE by LICENSOR as to the condition of the Licensed Premises, including the tower(s), as the case may be, and/or the storage facilities, or as to any engineering data. LICENSEE is responsible for determining all aspects as to the acceptability, accuracy and adequacy of the Licensed Premises for LICENSEE’s use. LICENSOR shall have no obligation to obtain licenses for LICENSEE, or to maintain, insure, operate or safeguard LICENSEE’s equipment.

5. Permitted Use, Installation, Operating Procedures. (a) The Licensed Premises may be used by LICENSEE for the transmission and reception of communications signals, including wireless communication purposes and uses incidental thereto (the “**Permitted Use**”). LICENSEE shall obtain all licenses, certificates, permits, authorizations or approvals from all applicable government and/or regulatory entities (the “**Governmental Approvals**”).

(b) LICENSEE shall install, construct, and maintain the Equipment on the Licensed Premises in compliance with all local, State and Federal regulations. All installations, operation and maintenance of Equipment must be in accordance with LICENSOR’s policies as set forth in the attached **Exhibit “D”** (“**Installation and Maintenance Standards**”), annexed hereto. Prior to the installation of LICENSEE’s Equipment or any modifications, supplement, replacement, upgrade or relocation to the Equipment within the Licensed Premises at any time during the Term is subject to the following:

(i) LICENSEE shall submit in writing all plans for such installations, modifications or changes for LICENSOR’s written approval, such approval not to be unreasonably withheld or delayed, to engineers and consultants selected by LICENSOR for review and approval.

(ii) All work performed at the Licensed Premises in connection with such installation, maintenance, operation, modification and removal of LICENSEE's Equipment shall be performed at LICENSEE's sole cost and expense by LICENSEE's employees or by contractors approved by LICENSOR, such approval not to be unreasonably withheld or delayed. The engagement of a contractor by LICENSEE shall not relieve LICENSEE of any of its obligations under this Agreement.

(iii) No work performed by LICENSEE, its contractors, subcontractors or materialsmen pursuant to this Agreement, whether in the nature of construction, installation, alteration or repair to the Licensed Premises or to the Equipment, will be deemed for the immediate use and benefit of LICENSOR so that no mechanic's lien or other lien will be allowed against the property and estate of LICENSOR by reason of any consent given by LICENSOR to LICENSEE to improve the Licensed Premises.

(iv) All of LICENSEE's Equipment shall be clearly marked to show LICENSEE's name, address, telephone number and the name of the person to contact in case of emergency, FCC call sign, frequency and location. All coaxial cable relating to the Equipment shall be identified in the same manner at the bottom and top of the line. At LICENSOR's request, LICENSEE shall promptly deliver to LICENSOR written proof of compliance with all applicable Federal, State, and local laws, rules and regulations in connection with any installations or modifications of Equipment.

(c) LICENSOR agrees that LICENSEE shall have the right to nonexclusive access to the Licensed Premises over and across the Site ("Access") twenty-four (24) hours per day, seven (7) days per week, during the Term for the purpose of ingress, egress, maintenance and operation of the Equipment and any associated utilities. In the event that LICENSOR is charged a fee to access the Site, LICENSEE agrees to pay LICENSOR for its pro-rata portion of such fee based on any reasonable allocation method selected by LICENSOR.

(d) LICENSEE shall not sublease, share or utilize, in whole or in part, its Equipment, its frequencies or its interests pursuant to this Agreement.

6. Interference. (a) The installation, maintenance and operation of the LICENSEE's Equipment shall not interfere electrically, or in any other manner whatsoever, with the equipment, facilities or operations of LICENSOR or with any other licensee or sub-tenants at the site on the Commencement Date. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the installation or operation of LICENSEE's Equipment shall interfere:

(i) with other radio communications systems and equipment installed prior to the Commencement Date of this Agreement, LICENSEE shall upon request (verbal or otherwise) immediately suspend its operations (except for intermittent testing) and do whatever LICENSOR deems necessary to eliminate or remedy such interference. If it is determined that such interference cannot be rectified by LICENSEE within fifteen (15) days after written notice of said interference, then LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE unless LICENSEE commences curing the interference within said fifteen (15) day period and thereafter continuously and diligently pursues to cure the interference ("Cure Period"). In the event the interference is not cured during the initial fifteen (15) day notification period or any Cure Period, LICENSOR may, at its option, terminate this Agreement upon written notice to LICENSEE, whereupon LICENSEE shall remove the Equipment at its sole cost and expense and in accordance with Paragraph 8 herein. If LICENSEE fails to take possession of its Equipment within thirty (30) days after notice of termination, said Equipment will be deemed abandoned; or

(ii) with any other radio communications systems and equipment installed at the Licensed Premises after the Commencement Date of this Agreement, LICENSEE shall cooperate fully with LICENSOR and any future licensee or sub-tenant injured by LICENSEE's interference ("Future Party") to remedy the interference. LICENSEE shall do whatever LICENSOR deems reasonably necessary to cure such interference, provided, however, that all costs related to remedying such interference shall be the responsibility of the Future Party, unless such interference is due to failure, defects or deficiencies in LICENSEE's system, Equipment, or installation.

(b) LICENSEE hereby acknowledges that LICENSOR has licensed, and will continue to license, space at and upon the Site to third parties for the installation and operation of radio communication facilities. LICENSEE accepts this Agreement with this knowledge and waives any and all claims against LICENSOR resulting from or attributable to interference caused by present or future equipment, facilities or methods of operation employed by LICENSOR in its business upon the Site. LICENSEE also waives any and all claims against LICENSOR arising from interference resulting to LICENSEE by virtue of equipment, facilities or operations employed by any other licensee or sub-tenant of LICENSOR in its business upon the Site. In the event that any such interference occurs that materially interferes with LICENSEE's utilization of the Licensed Premises, LICENSEE, as its sole remedy, in lieu of any and all other remedies at law, or in equity, may terminate this Agreement at any time thereafter by giving LICENSOR prior written notice to that effect.

(c) LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment within the building or shelter, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense, provided that said relocation does not substantially change the operation of LICENSEE's Equipment.

7. Structural Modifications and Repairs. In the event LICENSOR, in its sole discretion, determines that any structural modifications or repairs are needed to be made to any portion of the Licensed Premises due to the presence of LICENSEE's Equipment or other improvements, LICENSOR shall notify LICENSEE of the needed modifications or repairs, and LICENSEE shall, at its sole cost and expense, promptly make all such noticed modifications or repairs in accordance with Paragraph 5 hereof; if such noticed modifications are not completed within sixty (60) days of such notice either party shall have the right to terminate this Agreement by giving the other party thirty (30) days' prior written notice. However, that in the event of an emergency, LICENSOR shall have the right to make such modifications or repairs at LICENSEE's expense, upon notice to LICENSEE, and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

8. Removal of LICENSEE's Equipment. At the expiration of this Agreement or earlier termination thereof, LICENSEE shall remove any and all of the Equipment. Such removal shall be performed pursuant to the guidelines set forth in Paragraph 5 of this Agreement, without any interference, damage or destruction to any other equipment, structures or operations at the Licensed Premises or any equipment of other licensee or sub-tenants thereon. Any and all interference or damage caused to the LICENSOR's equipment or equipment of other licensees or sub-tenants by such removal shall be immediately repaired or eliminated by LICENSEE. If LICENSEE fails to make such repairs, at LICENSEE's sole cost and expense, within ten (10) days after the occurrence of such damage, injury or interference, LICENSOR may perform all the necessary repairs at LICENSEE's cost and expense and such sum shall be immediately due upon the rendering of an invoice as an additional fee hereunder.

9. Indemnification. (a) LICENSEE shall indemnify and hold LICENSOR harmless from (i) all costs of any damage done to the facilities or equipment of the LICENSOR, and/or other licensee or sub-tenant located at the Site, that occur as a result of the installation, operation or maintenance of LICENSEE's Equipment or other improvements; and (ii) any claims, demands, or causes of action for personal injuries, including any payments made under any workers compensation law or any plan of employees disability and death benefits, arising out of LICENSEE's occupancy of the Licensed Premises or the installation, maintenance and operation or removal of LICENSEE's Equipment, except for damages, costs, claims, causes of action or demands caused solely by the gross negligence or willful misconduct of LICENSOR.

(b) LICENSEE shall also indemnify and hold LICENSOR harmless from any losses, liabilities, claims, demands or causes of action for property damage or personal injuries, including any payment made under any workers compensation law or any plan of employees disability and death benefits, arising out of or resulting from any claims, damages, losses, liabilities or causes of action resulting in any way from RF radiation emissions from LICENSEE's Equipment or any other harmful effect of LICENSEE's Equipment.

(c) LICENSOR shall not be responsible or liable to LICENSEE for any loss, damage or expense that may be occasioned by, through, or in connection with any acts or omissions of other licensees or sub-tenants occupying the Site. LICENSEE hereby assumes the risk of the inability to operate as a result of any structural or power failures at the Licensed Premises or failure of LICENSEE or LICENSEE's Equipment for any reason whatsoever and agrees to indemnify and hold LICENSOR harmless from all damages and costs of defending any claim or suit for damages of any kind, including but not limited to business interruption and attorneys fees, asserted against LICENSOR by reason of such failure.

10. Damage or Destruction. LICENSOR and LICENSEE agree that LICENSOR shall in no way be liable for loss of use or other damage of any nature arising out of the loss, destruction or damage to the Licensed Premises or to LICENSEE's Equipment located thereon, by fire, explosion, windstorms, water or any other casualty or acts of third parties. In the event the Licensed Premises or any part thereof is damaged or destroyed by the elements or any other cause, LICENSOR may elect to repair, rebuild, or restore the Licensed Premises or any part thereof, to the same condition as it was immediately prior to such casualty. If LICENSOR chooses not to repair, restore or rebuild the Licensed Premises, LICENSOR shall send to LICENSEE a notice of cancellation of this Agreement within thirty (30) days of such casualty.

11. Condemnation. In the event that any public or quasi-public authority under a power of condemnation or eminent domain takes any part of the Licensed Premises or any access way required by LICENSEE for the operation of its radio equipment, this Agreement shall terminate as of the date title to the Licensed Premises vests in the condemning authority. Sale of all or part of the Site to a purchaser with the power of eminent domain in the face of the exercise of that power shall be deemed a taking by condemnation.

12. Insurance. (a) LICENSEE shall keep in full force and effect during the Term a commercial general liability insurance policy, including blanket contractual and completed operations coverage, with the limits of liability of at least Two Million (\$2,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Two Million (\$2,000,000.00) Dollars in respect to damage to property arising from any one occurrence and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall be primary and shall be endorsed to include LICENSOR as an additional insured and shall provide that LICENSOR will receive at least thirty (30) days prior written notice of any cancellation or material change in such insurance policy.

Additionally, LICENSEE shall obtain a waiver of subrogation from its insurer on the policies listed above. LICENSEE shall be required to furnish to LICENSOR, prior to the installation of the Equipment, and for the duration of this Agreement thereafter, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect.

(b) Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

13. Notices. All notices, demands, requests or other communications which are required to be given, served or sent by one party to the other pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid, by registered or certified mail, or forwarded by a reliable overnight courier service with delivery verification, to the following addresses for LICENSOR and LICENSEE or such address as may be designated in writing by either party:

If to LICENSOR: Homeland Towers, LLC
Attn: Manny Vicente
9 Harmony Street, 2nd Floor
Danbury, CT 06810
203-297-6345

With a copy to: Roni D. Jackson, Esq.
Infra Holdings, LLC
1800 Diagonal Road, Suite 600
Alexandria, VA 22314
571-366-1720

If to LICENSEE: Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

Notice given by certified or registered mail or by reliable overnight courier shall be deemed delivered on the date of receipt (or on the date receipt is refused) as shown on the certification of receipt or on the records or manifest of the U.S. Postal Service or such courier service.

14. Default. (a) Any one or more of the following events shall constitute a default ("Default") under this Agreement: (i) the failure by LICENSEE to pay monetary amounts due under this Agreement within ten (10) days after LICENSOR provides written notice thereof to LICENSEE; (ii) If either party fails to observe or perform any non-monetary obligations under this Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach or if the breach by its nature cannot be cured within said thirty (30) day period, the defaulting party shall not be in default if it commences curing within said thirty (30) day period and thereafter continuously and diligently pursues the cure to completion; (iii) abandonment of either the Equipment or that portion of the Licensed Premises upon which the Equipment was installed; or (iv) LICENSEE's failure to perform any other of its obligations under this Agreement and such failure continues for thirty (30) days after LICENSOR gives written notice thereof to LICENSEE.

(b) In the event of a Default, LICENSOR shall be entitled at LICENSOR's option to terminate this Agreement and to remove all of LICENSEE's Equipment, improvements, personnel or personal property located at the Licensed Premises at LICENSEE's cost and expense. No Default pursuant to this Paragraph 14, by operation of law or otherwise (except as expressly provided herein), no removal of the Equipment from the Licensed Premises pursuant to the terms of this Agreement, and/or no re-licensing of LICENSEE's former space at the Licensed Premises shall relieve LICENSEE of LICENSEE's obligations or liabilities hereunder, all of which shall survive such Default, removal and/or re-licensing. All of the rights, powers, and remedies of LICENSOR provided for in this Agreement or now or hereafter existing at law or in equity, or by statute or otherwise, shall be deemed to be separate, distinct, cumulative, and concurrent. No one or more of such rights, powers, or remedies, nor any mention or reference to any one or more of them in this Agreement, shall be deemed to be in the exclusion of, or a waiver of, any other rights, powers, or remedies provided for in this Agreement, or now or hereafter existing at law or in equity, or by statute or otherwise. The exercise or enforcement by LICENSOR of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise or enforcement by LICENSOR of any or all of such other rights, powers, or remedies.

15. Assignment. (a) LICENSOR reserves the right to assign, transfer, mortgage or otherwise encumber the Licensed Premises and/or its interest in this Agreement. LICENSEE shall upon demand execute and deliver to LICENSOR such further instruments subordinating this Agreement, as may be required by LICENSOR in connection with LICENSOR's contemplated transaction.

(b) LICENSEE may not assign, transfer, or otherwise encumber its interest in this Agreement without the prior written consent of LICENSOR, such consent not to be unreasonably withheld or delayed.

16. Master Lease. LICENSEE hereby acknowledges that LICENSOR leases the Site pursuant to that certain Option and Ground Lease Agreement dated as of _____, 202__ between the Town of Yorktown (the "Master Lessor"), as lessor, and LICENSOR, as lessee (the "Master Lease"). This Agreement shall be subject and subordinate to the Master Lease, and to the matters to which the Master Lease is or shall be subject and subordinate. Nothing contained in this Agreement shall be construed to create privity of estate or of contract between LICENSEE and Master Lessor. If for any reason the term of the Master Lease shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be automatically terminated and LICENSOR shall not be liable to LICENSEE by reason thereof.

17. Compliance with Laws. LICENSEE shall maintain and operate its Equipment during the term of this Agreement in compliance with all present and future rules and regulations of any local, State or Federal authority having jurisdiction with respect hereto, including without limitation, the rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA") and the Occupational Safety and Health Administration ("OSHA").

18. RF Emissions Compliance. (a) LICENSEE is aware of its obligation to comply with all applicable rules and regulations of the FCC pertaining to RF emissions standards, as well as all applicable rules and/or regulations of any other Federal or State agency (including but not limited to OSHA) having jurisdiction over the installation, operations, maintenance and/or working conditions involving RF emissions and/or safety and work standards performed on or near communication towers and antenna licensed premises. LICENSEE agrees to be solely responsible for compliance with all applicable FCC and other governmental requirements with respect to installation, operation and maintenance of its Equipment and for repairs to its Equipment at the Licensed Premises. LICENSEE will immediately remedy its operations to comply with such laws, rules and regulations as they apply to its operations and/or the operations of all licensees and users taken in the aggregate at the Licensed Premises.

(b) LICENSEE shall take any and all steps required to cooperate with all licensees and users at the Licensed Premises to comply individually and in the aggregate with all applicable FCC and other governmental RF emissions standards. In this respect, LICENSEE agrees to pay LICENSOR its pro rata share of the cost of any engineering studies performed at the request of the LICENSOR at the Licensed Premises, involving measurement and RF emissions compliance pertaining to the Licensed Premises.

19. Replacement, Renovation and Extension of Tower. LICENSOR reserves the right, in its sole discretion, to renovate, replace, rebuild or extend the tower structure, building or shelter and related improvements thereof. In such event, LICENSOR shall provide LICENSEE with space suitable to allow LICENSEE to continue to operate the Equipment in a substantially similar manner during any such construction period. LICENSEE agrees that if the tower structure is extended in order to accommodate additional customers of LICENSOR, LICENSOR reserves the right to require LICENSEE to relocate one or more of its antenna(s) and/or equipment on the tower as designated by LICENSOR in its sole discretion, and LICENSEE agrees to relocate said antenna(s) and/or equipment at LICENSOR's expense to said location, provided that the use of LESSEE's Equipment is not materially diminished.

20. Environmental. LICENSOR warrants and agrees that neither LICENSOR nor, to LICENSOR's actual knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (as defined below) on, under, about or within the Site in violation of any law or regulation. LICENSOR and LICENSEE each agree and represent that they will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Site in violation of any law or regulation. LICENSEE agrees to defend and indemnify LICENSOR and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) caused by LICENSEE's breach of any warranty or agreement contained in this paragraph. LICENSOR agrees to defend and indemnify LICENSEE and its partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) caused by LICENSOR's breach of any warranty or agreement contained in this paragraph. "Hazardous Material" shall mean any substance, chemical or waste identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation (including petroleum and asbestos).

21. Miscellaneous. (a) In the event of litigation between the parties in connection with this Agreement, each party shall be entitled to recover its reasonable attorneys' fees and court costs related to such issue on which that party is the prevailing party, as determined and allocated by the court as part of the judgment. (b) Each party agrees to furnish to the other, within ten (10) business days after request, such truthful estoppel information as the other may reasonably request. (c) This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or

understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties. (d) If either party is represented by a real estate broker in this transaction, that party shall be fully responsible for any fee due such broker, and shall hold the other party harmless from any claims for commission by such broker. (e) This Agreement creates a license only and LICENSEE acknowledges that LICENSEE does not and shall not claim at any time, any real property interest or estate of any kind or extent whatsoever in the Licensed Premises by virtue of this Agreement or LICENSEE's use of the Licensed Premises pursuant hereto. Nothing herein contained shall be construed as constituting a partnership, joint venture or agency between LICENSOR and LICENSEE. (f) Neither this Agreement nor any memorandum hereof shall be recorded in the land records of any county or city or otherwise without the prior written consent of LICENSOR. (g) This Agreement shall be construed in accordance with the laws of the state of the Site. (h) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. (i) LICENSOR and LICENSEE each hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter arising out of or in any way related to this Agreement. (j) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. (k) LICENSOR acknowledges and agrees that LICENSEE's execution of this Agreement and the undertaking by LICENSEE of an investigation to determine whether the Licensed Premises are suitable for the purpose needed by LICENSEE are good and valuable consideration that have been delivered by LICENSEE and received by LICENSOR in connection with this Agreement. (l) The submission of this Agreement for examination does not constitute an offer to license the Licensed Premises, and this Agreement becomes effective only upon the full execution of this Agreement by the parties hereto.

This Agreement is executed as of the date reflected on page one hereof.

LICENSOR: HOMELAND TOWERS, LLC

By: _____
Manuel J. Vicente
President

LICENSEE: TOWN OF YORKTOWN

By: _____
Name: _____
Title: _____

EXHIBIT A

Equipment

Site Name and Number: NY578 Granite Springs

LICENSEE: Town of Yorktown

The mounting method and exact location of the space and equipment listed herein shall be subject to LICENSOR's approval.

[Equipment Description/Location To Be Inserted Prior To Execution]

NOTE: ANY (i) CHANGE IN THE NUMBER, SIZE, PLACEMENT, ARRAY, OR LOCATION OF THE EQUIPMENT LISTED IN THIS EXHIBIT A, (ii) CHANGE IN FREQUENCY FROM THAT LISTED IN THIS EXHIBIT A, OR (iii) INCREASE IN THE SIZE OR FOOTPRINT OF THE LICENSED PREMISES SHALL REQUIRE THE WRITTEN CONSENT OF THE LICENSOR AND A WRITTEN AMENDMENT TO THIS AGREEMENT.

NOTE: AUDIBLE ALARMS RELATED TO GENERATOR AND HVAC EQUIPMENT SHALL BE PERMANENTLY DISABLED AT UNMANNED SITES.

EXHIBIT B

The Site

Site Name: NY578 Granite Springs

The Site consists of the telecommunications tower and equipment shelter located in Westchester County, New York at:

Granite Springs Road
Yorktown, NY 10598

The geodetic coordinates of the Site are:

North Latitude: *[To Be Added Prior To Execution]*

West Longitude: *[To Be Added Prior To Execution]*

EXHIBIT C

Licensed Premises¹ and Rights-of Way

[See attached drawings, pages numbered _____ through _____ dated _____, 202____, prepared by _____ on behalf of _____.]

¹ The parties agree that this Exhibit "C" will be replaced with a new Exhibit "C" which shall more particularly describe the location and dimensions of the Equipment and Licensed Premises, when the "AS-BUILT" drawings have been completed.

EXHIBIT D

Installation and Maintenance Standards

Purpose:

The purpose of these Standards is to insure that the installation of all LICENSEE electronics equipment at the Site meets or exceeds established Electronics Industry Association (EIA) standards. These Standards have been developed to insure a safe, interference free operating environment for all LICENSOR's licensees. LICENSOR reserves the right to make changes and/or modifications to these standards, from time to time, and shall provide LICENSEE with thirty (30) days prior written notice of any such changes or modifications.

General Considerations:

- All RF equipment installed must be FCC Type Accepted for Radio Service and frequencies proposed in the Agreement and attached exhibits.
- All 929/931 MHz PCP/RCC paging licensees are **REQUIRED** to install a bandpass filter on the final output of their transmitter. The bandpass filter should provide a minimum of 40dB attenuation at 896-901 MHz.
- Repeater systems shall have, as a minimum requirement, a single stage isolator and a bandpass/reject type duplexer. Notch type duplexers are not acceptable.
- All installed equipment shall be housed in suitable EIA approved enclosure(s) or equipment rack(s). All enclosure doors and covers shall remain closed and locked at all times except during actual equipment servicing.
- Site keys obtained by a LICENSEE will not be duplicated.
- LICENSEE or their representatives will refrain from making any adjustments to any on site LICENSOR equipment (heating, ventilation, air conditioning, generator, etc.)

Installation Standards:

- All LICENSEE installations require the use of certified electronics technicians, steeplejacks, electricians or licensed contractors that have received LICENSOR approval prior to commencing any installation work. All installation work shall be in accordance with a previously approved installation plan. LICENSOR at its sole discretion shall have the right to supervise the installation of any and all equipment. Certificates of Insurance may also be required by LICENSOR of any installer.
- All installation work shall conform to established EIA/TIA and manufacturer's installation standards, as well as any special standards imposed by LICENSOR. All work shall be performed in a neat and workmanlike manner. Any new installation will not cause mechanical, electrical or electronic interference to other licensee's RF equipment or other associated equipment, or any LICENSOR equipment located in the equipment shelter, generator shelter, tower structure or anywhere else at the Site.
- All installations shall comply with all applicable local, state and federal requirements. In the absence of any applicable government standards, applicable BOCA and NEC Codes, as well as EIA and TIA Standards will apply.
- Equipment shall be installed in locations and positions determined by LICENSOR. LICENSOR's representative will designate the exact locations for the installation of electronic equipment, transmission lines and antennas. If, for any reason, the proposed installation cannot conform to these instructions, LICENSOR's representative shall be contracted prior to any further work.

Transmission Line(s):

- All transmission lines shall be Heliax® Low Density Foam (LDF) Cable or approved equal with a minimum diameter of 0.5 inch (Andrew LDF4-050A or approved equal).
- All transmission lines will be attached to tower waveguide ladders using stainless steel hangers (Andrew 42396A Series or approved equal) secured to waveguide ladders with stainless steel barrel bolts (Andrew 31769 Series or approved equal). The use of stainless steel angle adapters (Andrews 31768-A or approved equal) is authorized. Cable ties, either metal or plastic, are not approved.
- Transmission lines shall be connected through an acceptable lightning arrester (Polyphaser ISPT50HN series or approved equal) located inside the equipment room and connected to the internal building "halo" ground buss.
- All transmission lines of less than 300 FT AGL overall length shall be equipped with three (03) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines of more than 300 FT AGL overall length shall be equipped with four (04) standard grounding kits (Andrews 204989 Series or approved equal) mounted at the top midpoint and bottom of the vertical waveguide ladder and at the waveguide entry port on provided "halo" ground busses.
- All transmission lines shall enter the equipment room through the provided four (4) or five (5) inch diameter waveguide entry port. Licensee is responsible for providing the appropriately sized waveguide entry port boot and boot cushion (Mircoflex B Series or approved equal).
- All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, FCC or IRAC call sign, and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable.

- Interior routing of transmission line(s) shall be via Licensor provided “unistrut” waveguide supports and using Licensee provided stainless steel hangers (Andrews 42396A Series or equal) to a point directly above Licensee’s equipment and should terminate in the required lightning arrester. Cabling from the lightning arrester to Licensee’s equipment shall be by “Superflex”® cable, Heliac® transmission line no larger than 0.5 inch (LDF4-50A) or approved equal. The installed waveguide ladders shall not be utilized to route transmission line(s) where overhead Unistrut® is installed, but may be used to route cabling from the lightning arrester to Licensee’s equipment.

Power Cable Installations:

- Power cables will be connected to designated electrical outlets. At many tower sites, all available electrical all outlets are reserved for test equipment use only, due to circuit breaker size. If an outlet of suitable size is not available, the installation of a suitable outlet by a qualified electrician is the responsibility of the LICENSEE. One circuit breaker per cabinet is preferred. Installation of overhead outlets attached to the side of the cable ladder above LICENSEE’s equipment by through bolting or by electrical box clamp is preferred.
- All electrical wiring shall be routed via electrical conduit or electrical metal tubing (EMT) using WATERTIGHT flexible jumpers. Wall runs are not authorized except to get to and from the cable or wire trays or ladder, where necessary. The use of Romex cable, BX cable or equal requires permission of LICENSOR’s representative.
- EIA or TIA approved lightning surge protection is required on all AC electrical circuits, in addition to any such protection provided by the utility.

Grounding Requirements:

- All installed equipment cabinets and racks shall be grounded to the equipment room interior overhead “halo” ground buss. Termination to equipment to be via lug bolt. Termination to “halo” ground buss to be by split bolt or by “nicropress” pressure clamp.
- All equipment ground wires to be No. 6 AWG copper wire or better.
- Routing ground wire(s) via overhead cable ladders and trays is approved.

Equipment Maintenance:

- Licensee shall be responsible for all maintenance of its installed equipment in accordance with all applicable rules, regulations, and laws.
- Maintenance work shall be performed by certified electronics technicians, steeplejacks, licensed electricians and contractors previously approved by the LICENSOR.
- All equipment shall be maintained within normal operating parameters, as specified by the equipment manufacturer and in accordance with the FCC Type Acceptance certification(s). LICENSEE’s equipment will not be maintained or operated in a manner that will cause harmful interference or be the source of a hazard to other licensees using the tower site.
- Upon entering or exiting any shelter, building or tower site, all fence gates and doors opened shall be closed and securely locked behind the person entering or exiting the facility. In addition, any alarms disabled upon entry must be enabled upon exiting. It is the responsibility of the LICENSEE or his designated representative to see that the site is securely locked and the premises is clean before departing the tower site. At sites that are centrally monitored, the LICENSEE or his agent must notify the Central Monitoring Station of each entry and exit, disabling and resetting any applicable alarm device(s) installed. Any problems encountered should be reported to the LICENSOR during normal business hours at (888) 748-3647 or after hours to the Emergency Telephone Number at (949) 443-5810.

Removal of Installed Equipment:

- Any or all removal of Licensee’s equipment shall be performed by certified electronics technicians, steeplejacks, licensed electricians or licensed contractors previously approved by LICENSOR. All removal operations shall be in accordance with a previously approved removal plan. Removal operations shall be accomplished in a workmanlike manner without any interference, damage or destruction of any other equipment, structures or operations at the site or to any other equipment installed therein. All trash, scrap or debris shall be removed from the site along with all LICENSEE Equipment. The premises shall be left in a clean and orderly condition.
- Any equipment left by LICENSEE upon final departure from the site (all keys turned in) becomes the property of LICENSOR to do with as determined by LICENSOR.

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either “Yes” or “No”. If the answer to the initial question is “Yes”, complete the sub-questions that follow. If the answer to the initial question is “No”, proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part I is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: Homeland Towers - Granite Springs (NY578)		
Project Location (describe, and attach a general location map): 109 Granite Springs Road, Yorktown Heights, NY 10598 (Westchester County)		
Brief Description of Proposed Action (include purpose or need): A wireless telecommunications facility, consisting of a 130' monopole with antennas, together with related equipment within a 4,275+/- square foot square fenced gravel compound area, and access via an existing paved road and new 12ft wide 540ft +/- long gravel drive. The site area is wooded and approximately 125 +/- trees will need to be removed prior to site development. The purpose of the Project is to remedy an identified gap in wireless communication service in the area. Refer to Zoning Drawings - Site Number; NY578 (revised June 20, 2022) for additional information.		
Name of Applicant/Sponsor: Homeland Towers, LLC		Telephone: 203-297-6345
		E-Mail: kw@homelandtowers.us
Address: 9 Harmony Street, 2nd Floor		
City/PO: Danbury	State: CT	Zip Code: 06810
Project Contact (if not same as sponsor; give name and title/role): Same As Applicant		Telephone:
		E-Mail:
Address:		
City/PO:	State:	Zip Code:
Property Owner (if not same as sponsor): Town of Yorktown		Telephone: (914) 962-1004
		E-Mail: mslater@yorktownny.org
Address: 363 Underhill Avenue		
City/PO: Yorktown Heights	State: NY	Zip Code: 10598

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. (“Funding” includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Lease approval	
b. City, Town or Village Planning Board or Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Planning board referral	
c. City, Town or Village Zoning Board of Appeals <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Town wetland permit; Town highway permit; building permit	
d. Other local agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
e. County agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
f. Regional agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYSDEC (Article 24 Freshwater Wetlands and SPDES). NYS Leg approval - parkland alienation	
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

NYC Watershed Boundary

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
If Yes, what is the zoning classification(s) including any applicable overlay district?
R1-20 (One-Family Residential)

b. Is the use permitted or allowed by a special or conditional use permit? (Permitted use) Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Yorktown Central School District

b. What police or other public protection forces serve the project site?
Yorktown Police Department

c. Which fire protection and emergency medical services serve the project site?
Yorktown Heights Engine Company #1

d. What parks serve the project site?
Downing Park, FDR Park, Granite Knolls Park, Kitchawan Preserve, Sylvan Glen Park Preserve, Teatown Lake Reservation, Turkey Mountain Nature Preserve and Woodlands Legacy Fields Park.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Proposed action is a personal wireless service facility.

b. a. Total acreage of the site of the proposed action? 4.19 acres
b. Total acreage to be physically disturbed? 0.27 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 4.19 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types) _____

ii. Is a cluster/conservation layout proposed? Yes No

iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? Yes No
i. If No, anticipated period of construction: 3 months

ii. If Yes:
• Total number of phases anticipated _____
• Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
• Anticipated completion date of final phase _____ month _____ year
• Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	<u>One Family</u>	<u>Two Family</u>	<u>Three Family</u>	<u>Multiple Family (four or more)</u>
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,
 i. Total number of structures _____ 1
 ii. Dimensions (in feet) of largest proposed structure: _____ 130 height; _____ NA width; and _____ NA length
 iii. Approximate extent of building space to be heated or cooled: _____ NA square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,
 i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? Yes No
 (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
 If Yes:
 i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____

 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____

 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:
 i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): Hallock Mill Wetlands, PFO1E and PF01/SS1E Freshwater Forested/Shrub Wetlands

Hallock Mills is a state-regulated wetland (also a Federal Wetland) on the parcel NW of the subject parcel. It has a 100' regulated buffer under DEC. See attached DEC Environmental Resource mapper results. Project will not directly affect the wetland, but will affect the adjacent area.

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: The development of the driveway and facility will not directly affect the wetland (per DEC and Federal wetland mapper results), but will be located within the DEC-regulated 100' adjacent area.

iii. Will the proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No
If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No
If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No
If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No
If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No
If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No
If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No
If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

<ul style="list-style-type: none"> • Do existing sewer lines serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No • Will a line extension within an existing district be necessary to serve the project? <input type="checkbox"/> Yes <input type="checkbox"/> No <p>If Yes:</p> <ul style="list-style-type: none"> • Describe extensions or capacity expansions proposed to serve this project: _____ _____ 	
<p>iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes:</p> <ul style="list-style-type: none"> • Applicant/sponsor for new district: _____ • Date application submitted or anticipated: _____ • What is the receiving water for the wastewater discharge? _____ 	
<p>v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):</p> <p>_____</p> <p>_____</p>	
<p>vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____</p> <p>_____</p> <p>_____</p>	
<p>e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. How much impervious surface will the project create in relation to total size of project parcel?</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (impervious surface)</p> <p style="padding-left: 40px;">_____ Square feet or _____ acres (parcel size)</p> <p>ii. Describe types of new point sources. _____</p> <p>_____</p> <p>iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?</p> <p>_____</p> <p>_____</p> <ul style="list-style-type: none"> • If to surface waters, identify receiving water bodies or wetlands: _____ _____ _____ • Will stormwater runoff flow to adjacent properties? <input type="checkbox"/> Yes <input type="checkbox"/> No 	
<p>iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, identify:</p> <p>i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)</p> <p>_____</p> <p>ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)</p> <p>_____</p> <p>iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)</p> <p>Site will contain an emergency backup generator for use during temporary power outages, subject to final carrier specifications.</p> <p>_____</p>	
<p>g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p>i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>ii. In addition to emissions as calculated in the application, the project will generate:</p> <ul style="list-style-type: none"> • _____ Tons/year (short tons) of Carbon Dioxide (CO₂) • _____ Tons/year (short tons) of Nitrous Oxide (N₂O) • _____ Tons/year (short tons) of Perfluorocarbons (PFCs) • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆) • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydrofluorocarbons (HFCs) • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs) 	

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____
800 Amps: Energy uses associated with the operation of a commercial communications tower and personal wireless service facility including electricity.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):
NYSEG (grid/local utility)

iii. Will the proposed action require a new, or an upgrade, to an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: 8AM - 5PM
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: Facility is unmanned and will
- Saturday: operate 24/7 after the completion
- Sunday: _____ of construction.
- Holidays: _____

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No

If yes:

i. Provide details including sources, time of day and duration:
The proposed action will temporarily produce noise associated with general site construction activities during construction only.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
Describe: _____

n. Will the proposed action have outdoor lighting? Yes No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:
Security light on equipment will be installed per carrier's specifications.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
Describe: The site is currently forested and approximately 125 +/- trees within the project location will need to be removed prior to site development.

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____
- Operation: _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____
- Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing: _____

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe:
 The property is currently wooded. The adjacent properties are wooded (north), residential (south), agricultural (east), or stream or wetland areas (northwest).

b. Land uses and covertypes on the project site.

Land use or Covertypes	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0.00	0.27	+0.27
• Forested	4.19	3.92	-0.27
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.00	0.00	0.00
• Agricultural (includes active orchards, field, greenhouse etc.)	0.00	0.00	0.00
• Surface water features (lakes, ponds, streams, rivers, etc.)	0.00	0.00	0.00
• Wetlands (freshwater or tidal)	0.00	0.00	0.00
• Non-vegetated (bare rock, earth or fill)	0.00	0.00	0.00
• Other Describe: _____	0.00	0.00	0.00

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____

iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes – Spills Incidents database Provide DEC ID number(s): _____
 Yes – Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site USDA soils map attached

a. What is the average depth to bedrock on the project site? _____ 1.5-3 feet to densic material (per USDA soil report)

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Paxton fine sandy loam, 3-8% slope	63.3 %
Ridgebury complex, 3-8% slope	19.6 %
Woodbridge loam, 0-3% slope	14.3 %

d. What is the average depth to the water table on the project site? Average: _____ 0.5-3 feet

e. Drainage status of project site soils:

<input checked="" type="checkbox"/> Well Drained:	63.3 % of site
<input checked="" type="checkbox"/> Moderately Well Drained:	15.7 % of site
<input checked="" type="checkbox"/> Poorly Drained	21.0 % of site

f. Approximate proportion of proposed action site with slopes:

<input checked="" type="checkbox"/> 0-10%:	100 % of site
<input type="checkbox"/> 10-15%:	_____ % of site
<input type="checkbox"/> 15% or greater:	_____ % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? See attached Federal wetlands map and DEC Environmental Resource mapper results. Yes No
 If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters, NYS Wetland Approximate Size NYS Wetland (in a...)
- Wetland No. (if regulated by DEC) A-13 _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100-year Floodplain? Yes No

k. Is the project site in the 500-year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No
 If Yes:
 i. Name of aquifer: Principal Aquifer _____

<p>m. Identify the predominant wildlife species that occupy or use the project site: typical backyard & forest wildlife species _____ No significant natural communities. _____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. Species and listing (endangered or threatened): _____</p> <p style="font-size: small; margin-top: 5px;">No endangered or threatened species listed by NYS are found on the site. The applicant is consulting with the USFWS to determine if the Bog Turtle is found in the area, however the applicant does not believe there will be any concerns or restrictions concerning this species. The Indiana Bat is not found on the site, however the applicant will not conduct tree clearing between October 31 and March 31 to avoid potential habitat disturbance.</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. Species and listing: _____</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give a brief description of how the proposed action may affect that use: _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, provide county plus district name/number: WEST001</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No i. If Yes: acreage(s) on project site? _____ ii. Source(s) of soil rating(s): _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? Yes No
 See SHPO CRIS map attached.

If Yes:
 i. Nature of historic/archaeological resource: Archaeological Site Historic Building or District
 ii. Name: _____
 iii. Brief description of attributes on which listing is based: _____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? Yes No
 See SHPO CRIS map attached.

g. Have additional archaeological or historic site(s) or resources been identified on the project site? Yes No
 If Yes:
 i. Describe possible resource(s): _____
 ii. Basis for identification: _____

h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? Yes No
 If Yes:
 i. Identify resource: Sylvan Glen Town Preserve, Downing Park, Franklin D. Roosevelt State Park, Donald J. Trump State Park
 ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): Local and State Parks
 iii. Distance between project and resource: _____ 2-3 miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? Yes No
 If Yes:
 i. Identify the name of the river and its designation: _____
 ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? Yes No

F. Additional Information


Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

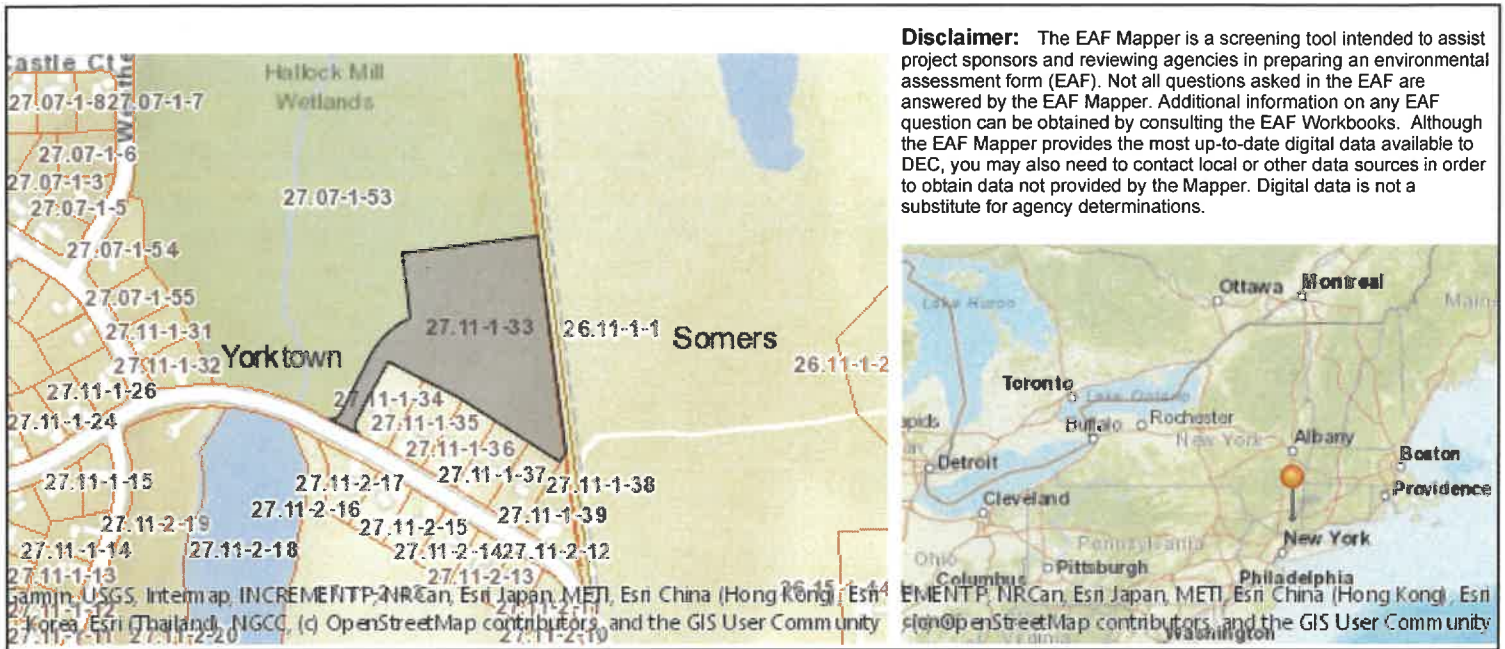
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Homeland Towers Date 11/03/2021

Signature  _____
 Matthew W. Allen, RLA

Title Principal _____
Saratoga Associates
Landscape Architects, Architects, Engineers and Planners, P.C.

PRINT FORM



B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYC Watershed Boundary
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	Yes
E.2.h.ii [Surface Water Features]	Yes
E.2.h.iii [Surface Water Features]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
E.2.h.iv [Surface Water Features - Wetlands Name]	Federal Waters, NYS Wetland
E.2.h.iv [Surface Water Features - Wetlands Size]	NYS Wetland (in acres): 157.1
E.2.h.iv [Surface Water Features - DEC Wetlands Number]	A-13
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No

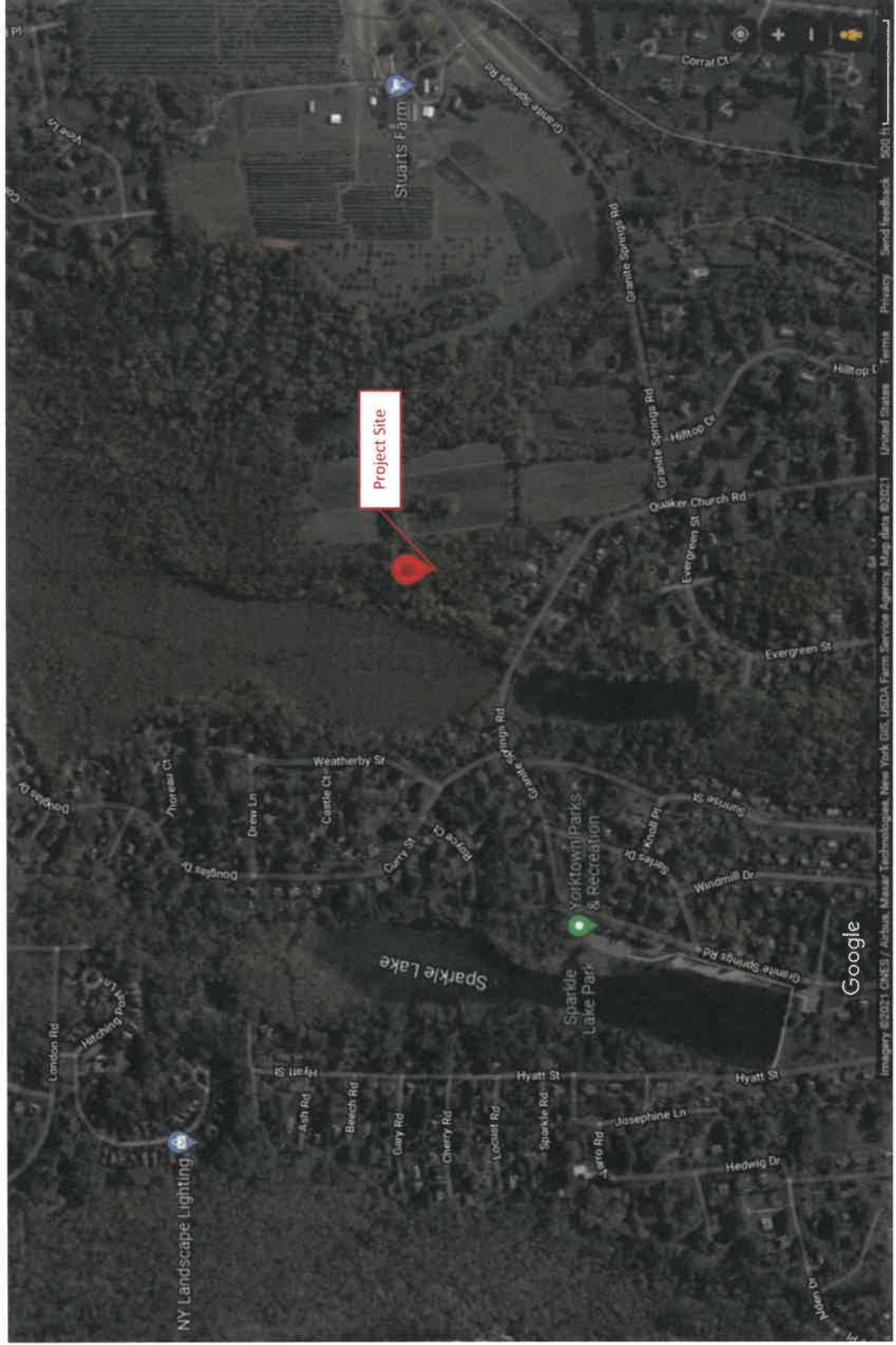
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	Yes
E.2.l. [Aquifer Names]	Principal Aquifer
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	Yes
E.3.a. [Agricultural District]	WEST001
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Homeland Towers: NY578 –Project Location Map

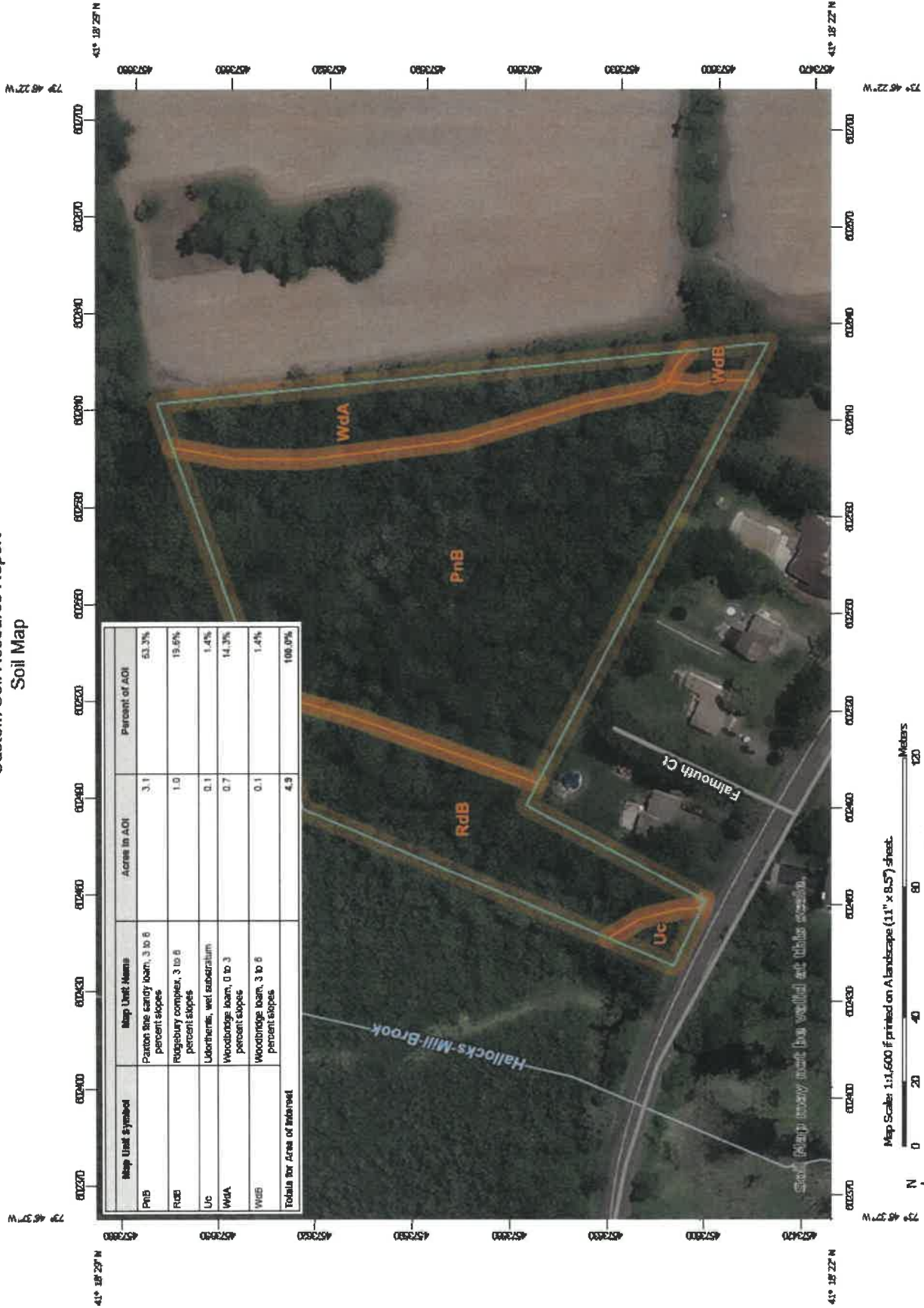
Granite Springs Road, Yorktown Heights, NY 10598

Parcel # 27.11-1-33, Town of Yorktown, Westchester County, NY

41.307607° , -73.774727°



Custom Soil Resource Report Soil Map



Map Scale: 1:1,600 If printed on A landscape (11" x 8.5") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 18N WGS84

Environmental Resource Mapper



The coordinates of the point you clicked on are:

UTM 18	Easting:	602556.3301497151	Northing:	4573636.729085875
Longitude/Latitude	Longitude:	-73.7748639601594	Latitude:	41.30768401599379

The approximate address of the point you clicked on is:
10598, Yorktown Heights, New York

County: Westchester
Town: Yorktown
USGS Quad: MOHEGAN LAKE

[Freshwater Wetlands Checkzone](#)

This location is in the vicinity of one or more Regulated Freshwater Wetlands.

If your project or action is within or near an area with a rare animal, a permit may be required if the species is listed as endangered or threatened and the department determines the action may be harmful to the species or its habitat.

If your project or action is within or near an area with rare plants and/or significant natural communities, the environmental impacts may need to be addressed.

The presence of a unique geological feature or landform near a project, unto itself, does not trigger a requirement for a NYS DEC permit. Readers are advised, however, that there is the chance that a unique feature may also show in another data layer (ie. a wetland) and thus be subject to permit jurisdiction.

Please refer to the "Need a Permit?" tab for permit information or other authorizations regarding these natural resources.

Disclaimer: If you are considering a project or action in, or near, a wetland or a stream, a NYS DEC permit may be required. The Environmental Resources Mapper does not show all natural resources which are regulated by NYS DEC, and for which permits from NYS DEC are required. For example, Regulated Tidal Wetlands, and Wild, Scenic, and Recreational Rivers, are currently not included on the maps.



U.S. Fish and Wildlife Service

National Wetlands Inventory

Granite Springs (NY578)



August 3, 2021

Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Homeland Towers: Granite Springs (NY578)

The screenshot displays the CRIS (Countywide Resource Information System) GIS application. The top navigation bar includes the CRIS logo, a search bar, and menu items: HOME, SUBMIT, SEARCH, and COMMUNICATE. The main map area shows a satellite-style view of Granite Springs, NY, with a red dot and a callout box labeled 'Project Site' located near the intersection of Granite Springs Rd and Crystal St. A legend window is open in the bottom-left corner, detailing the following categories:

- USN Building Points (View)**
 - Eligible (Green square)
 - Listed (Yellow square)
 - Not Eligible (Red square)
 - Not Eligible - Demolished (Blue square)
 - Undetermined (Grey square)
- National Register Building Sites (View)** (Triangle icon)
- Archaeologically Sensitive Areas** (Triangle icon)

The map also features a scale bar (0 to 400 feet) and the Esri logo in the bottom-right corner. The text 'County of Westchester, Westchester County GIS, Esri, HERE, Garmin, INCREMENT P, int...' is visible along the right edge of the map area.



HOMELAND TOWERS, LLC

NY578 GRANITE SPRINGS SITE

**GRANITE SPRINGS ROAD
TOWN OF YORKTOWN
WESTCHESTER COUNTY, NY**

NOVEMBER 17, 2021

**DOMINIC C. VILLECCO
DAVID K. STERN**



V-COMM, L.L.C. has been retained by Homeland Towers, LLC to provide expert analysis of a proposed wireless communications facility located off Granite Springs Road in Granite Springs, NY.

QUALIFICATIONS

V-COMM, L.L.C. is a telecommunications engineering firm primarily focused on providing engineering and related business services to network operators in the telecommunication industry as well as municipalities. V-COMM was founded in late 1995 with the intent of providing services to the emerging wireless and wired segments of the telecommunication industry. V-COMM's client base includes PCS operators, cellular, paging, ESMR and microwave operators, utility/telecommunications cooperatives, cable TV operators and Competitive Local Exchange Carriers (CLECs) and Local Governments. Services performed for these clients over the past twenty years include:

- Business and Strategic Planning
- Capital and Operational Expenditure Modeling
- Infrastructure Requests for Proposal (RFPs) and Analysis
- Infrastructure Contract Negotiation
- Technical and Financial Support in Obtaining Vendor and Equity Financing
- Interconnect Contract Negotiation
- RF Network Design, Implementation and Optimization
- Interconnect Network Design, Implementation and Optimization
- Telephony Signaling (SS-7) and Vertical Systems Design and Implementation
- Local Government Communication Systems
- Project Management of Network Implementation
- Expert Witness Zoning Testimony
- License Tender/Bid Technical Support

(Please see Mr. Villecco's and Mr. Stern's resumes at the end of the report)



EXISTING AND PROPOSED SITES IN & AROUND GRANITE SPRINGS

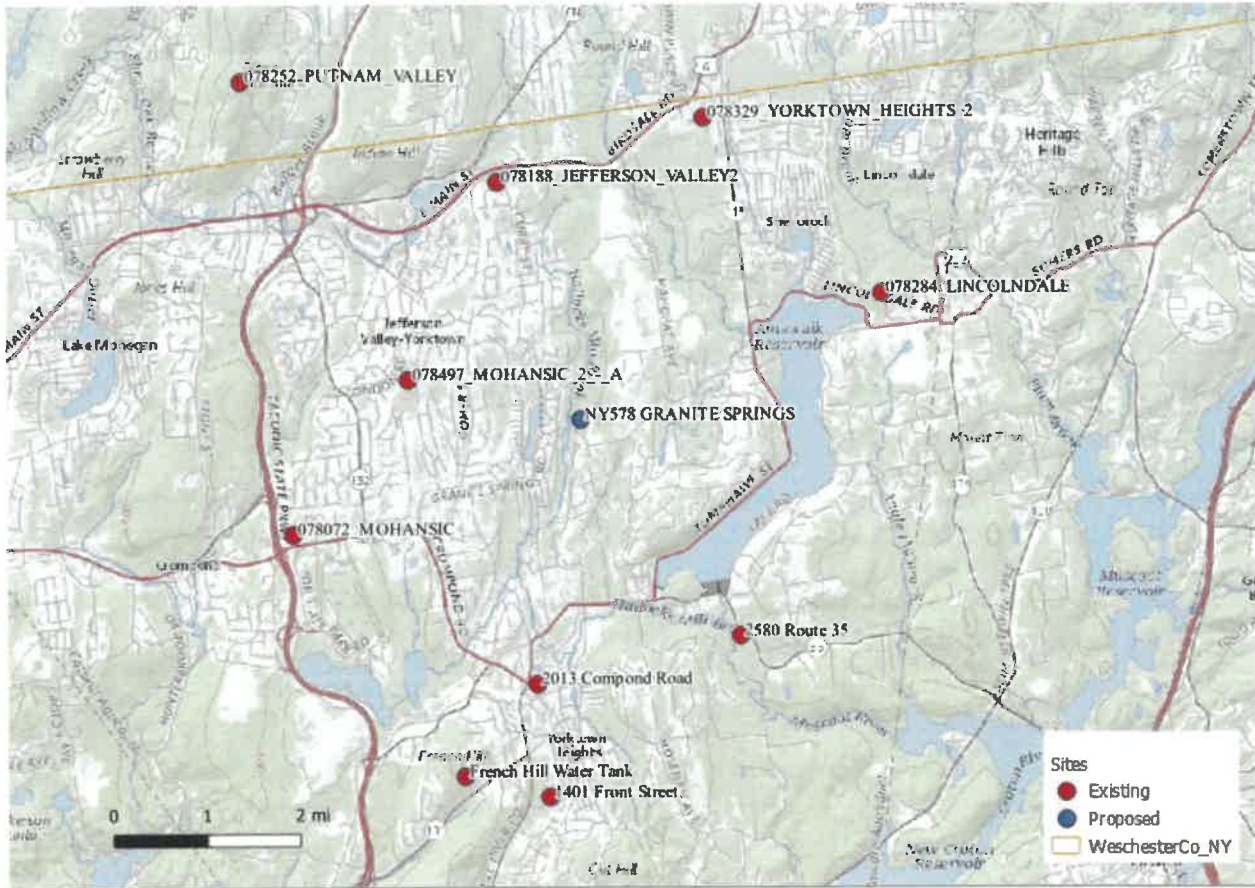
V-COMM has considered the proposed and existing surrounding sites in the area of the proposed structure in the Town of Yorktown. The proposed and existing sites are listed in Table 1 below, and are depicted in the attached Maps.

TABLE 1 – PROPOSED AND EXISTING SITES IN AND AROUND GRANITE SPRINGS, NY

Cell Name	Address	Structure Type	Antenna C/L in Ft.
NY578 Granite Springs (Proposed Site)	Granite Springs Road	Monopole	127
Putnum Valley	Posey Road	Monopole	105
Yorktown Heights	80 Route 6	80 Route 6	93
Jefferson Valley 2	3830 Gomer Street	Rooftop	50
Mohansic 2	3101-3103 Quinlan Street	Monopole	126
Mohansic	26-51 Strang Boulevard	26-51 Strang Boulevard	44
Lincolndale	Lincolndale Road/Route 202	Monopole	98
Route 35	2580 Route 35	Monopole	117
Front Street	1401 Front Street	Monopole	118
Heritage Hills	Heritage Hills	Monopole	85
Crompond Road	2013 Crompond Road	Rooftop	70
French Hill WT	French Hill Road	Monopole	118

Map 1 below depicts the surrounding sites with red dots, and the subject site is depicted with a blue dot.

MAP 1 - PROPOSED AND EXISTING SURROUNDING SITES





SERVICE

RF Coverage Deficiency

V-COMM analyzed whether there was sufficient RF coverage and found that there was a significant gap in coverage for the Verizon wireless network in the 2100 MHz frequency bands in the Town of Yorktown. There are also smaller coverage gap areas occurring in the 700 MHz frequency band as well. Therefore, as in cases where the existing coverage in the both the 700 and 2100 MHz frequency band is not adequate, which is the case in this section of Granite Springs, a new wireless facility is required to enhance the wireless service in this area.

The proposed NY578 GRANITE SPRINGS site will be located on a proposed 130 foot Monopole located off Granite Springs Road in Granite Springs, NY. This is a minimum height needed to provide the capacity and coverage to the area. The height of the subject site places it above all of the vegetation in the targeted coverage area, increasing its site's capacity. Taking into account the coverage, capacity, and design requirements for a macrocell network in this part of Granite Springs, the proposed site proved to be a suitable location.

The propagation map is drawn showing the region where the Reference Signal Received Power (RSRP) equates to the minimally acceptable received signal level for adequate service, as measured at the mobile's receiver. The RSRP of the surrounding environment includes the attenuation of In-Building and In-Vehicle use of service. The minimally acceptable signal level for adequate 4G LTE service in suburban in-building and in-vehicle usage is represented by the highlighted areas (orange and purple shaded areas) at -95 dBm signal strength or better.

The propagation map titled "Map 2 - Existing Sites Coverage at 700 MHz" depicts wireless service from the closest existing sites. The areas that lack the minimum in-building coverage include the following areas:

- Popular Street, Quaker Church Road, Water Gate Drive, Church Street, Richard Somers Road, Mahopac Avenue and the residences immediately surrounding these roads.

The propagation map titled "Map 3 - Coverage with "NY578 GRANITE SPRINGS" Site at 700 MHz" depicts the service from the closest existing sites along with coverage from the subject "NY578 GRANITE SPRINGS" site at the proposed antenna centerline of 127 feet above ground level.

The propagation map titled "Map 4 - Existing Sites Coverage at 2100 MHz" depicts wireless service from the closest existing sites. The areas that lack the minimum in-building coverage include the following areas:

- Douglas Drive, Homestead Road, Whitman Road, Popular Street, Somerston Road, London Road, Evergreen Street, and the residences immediately surrounding these roads.

The propagation map titled "Map 5 - Coverage with "NY578 GRANITE SPRINGS" Site at 2100 MHz" depicts the service from the closest existing sites along with coverage from the subject "NY578 GRANITE SPRINGS" site at the proposed antenna centerline of 127 feet above ground level.

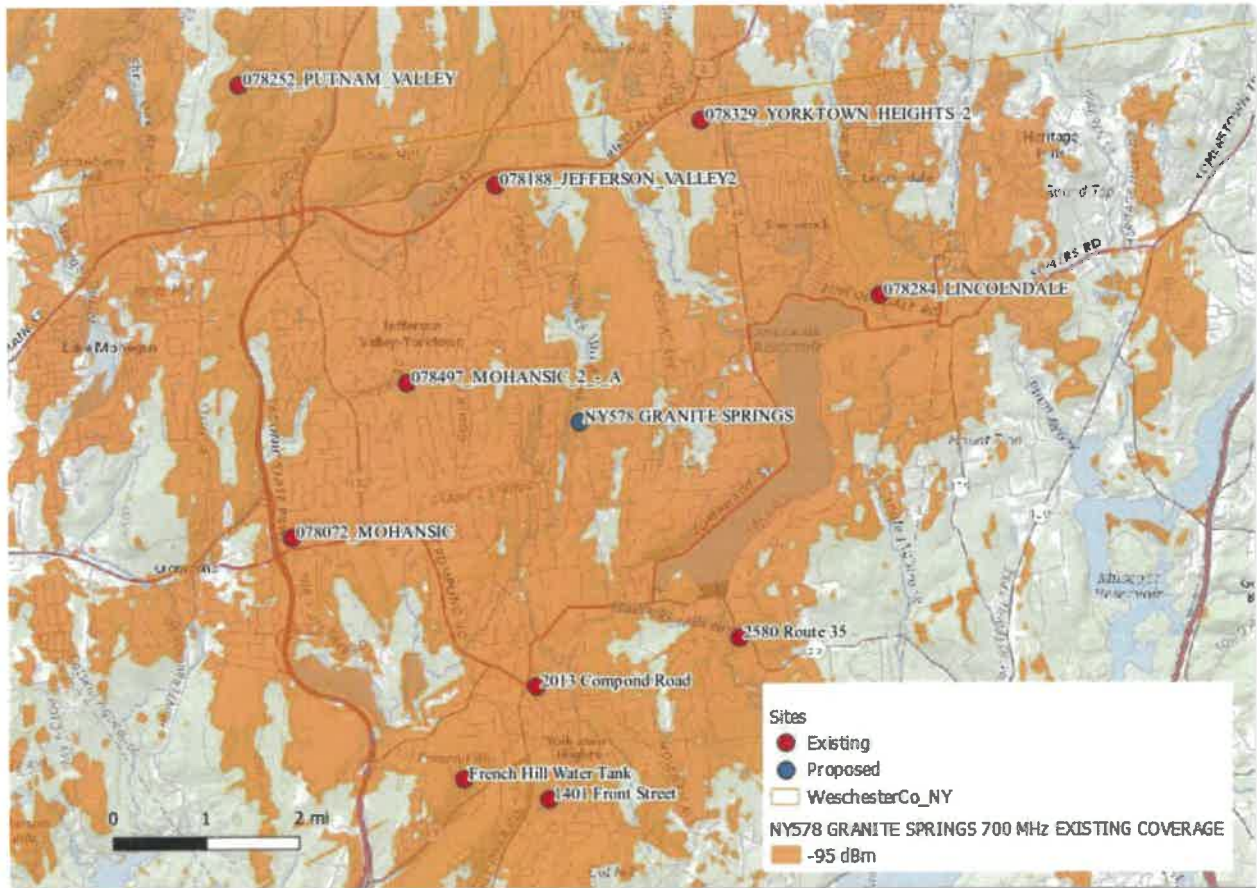
As the antenna center line (ACL) descends from the proposed 127 feet, it enters into a range where clutter becomes an increasingly problematic factor. Examples of clutter are trees, houses, buildings, soil, and other physical objects on the ground. Clutter attenuates or weakens and disperses, the RF energy necessary for wireless telecommunications and becomes an increasingly problematic factor.



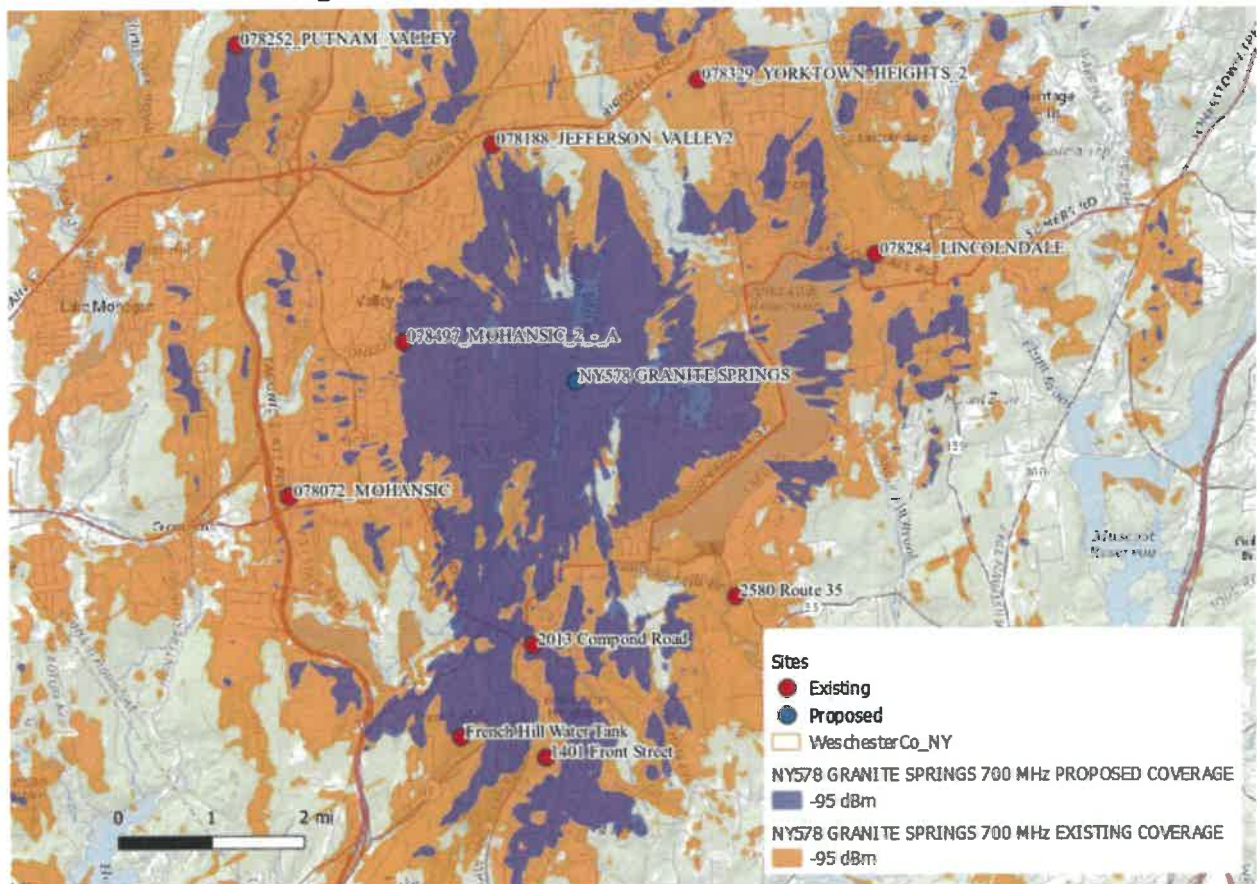
NY578 GRANITE SPRINGS
Granite Springs, NY
November 17, 2021

The proposed site is the minimum height necessary to provide coverage to remedy the significant gap in wireless service as well as to add capacity to provide service to the area for the Verizon network. The proposed site also will allow for potential collocation of other wireless providers as well.

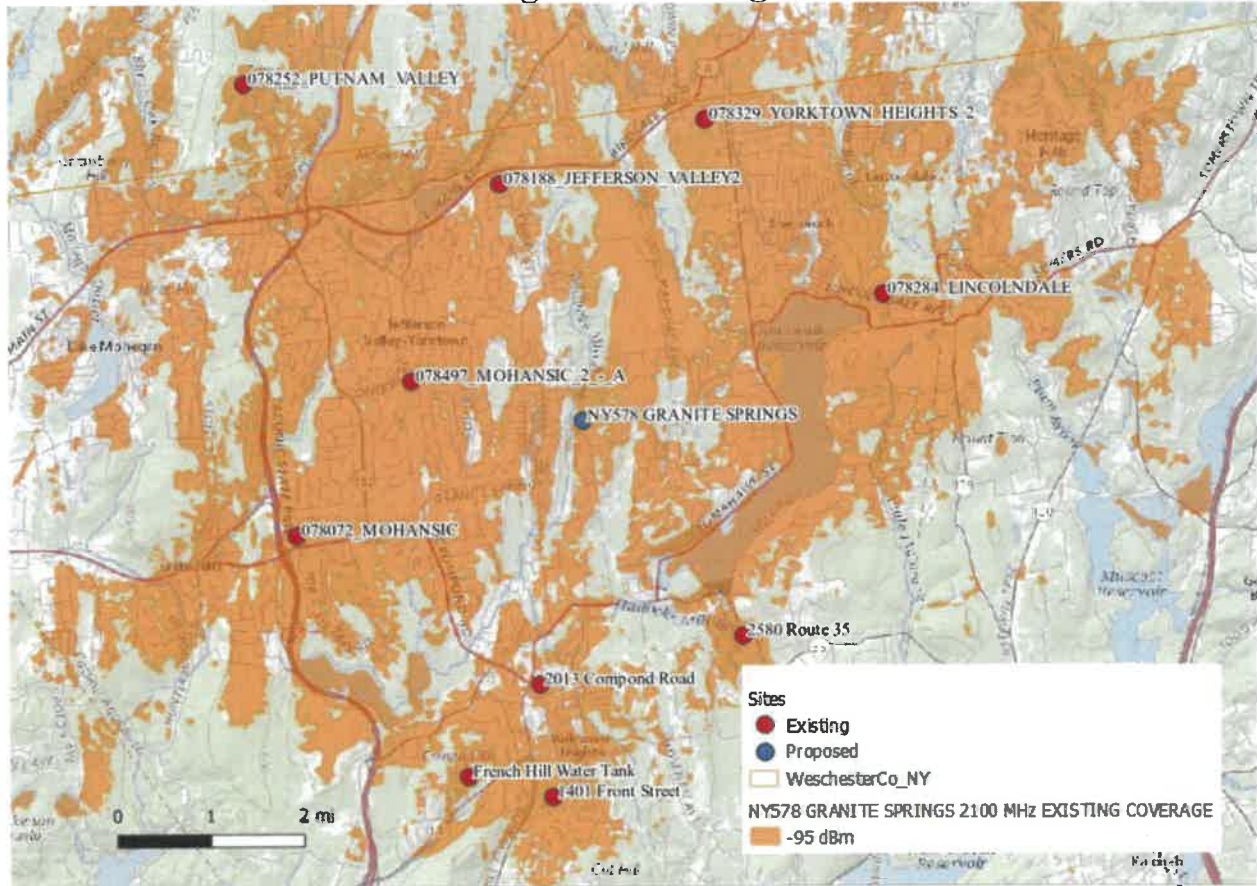
MAP 2 - Existing Sites Coverage at 700 MHz



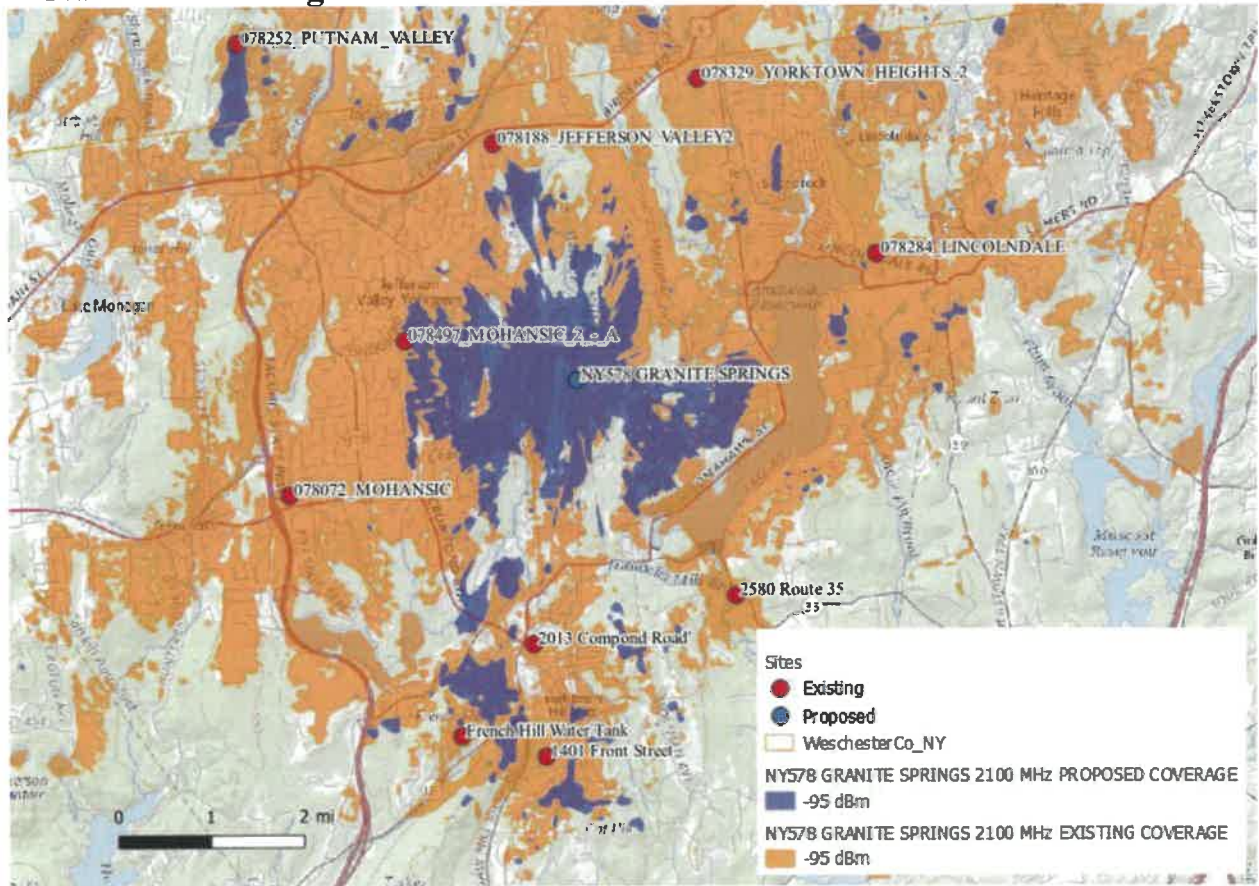
MAP 3 - Coverage with “NY578 GRANITE SPRINGS” Site at 700 MHz



MAP 4 - Existing Sites Coverage at 2100 MHz



MAP 5 - Coverage with "NY578 GRANITE SPRINGS" Site at 2100 MHz





CONCLUSIONS

V-COMM reviewed the materials for this proposed site and prepared an analysis of the existing cell sites and their respective RF coverage. With the current existing sites, there is a significant gap in coverage which can restrict wireless customers from originating, maintaining and/or receiving wireless voice and data service in the area surrounding the proposed site. It is our expert opinion that this subject site on the property located off Granite Springs Road will enhance and satisfy the coverage and capacity requirements of the Verizon Wireless network and its subscribers at a minimum antenna centerline height of 127 feet while still allowing for colocation space in this portion of Yorktown.

In addition, V-COMM has reviewed the overall system plan for the wireless sites in and around the Town of Yorktown and finds that the plan is sound and consistent with industry standards and practices.

Dominic C. Vilecco
President, V-COMM, L.L.C.

11/17/2021

David K. Stern
Vice President, V-COMM, L.L.C.

11/17/2021



**Dominic C. Villecco
President and Founder
V-COMM, L.L.C.**

Dominic Villecco, President and founder of V-COMM, is a pioneer in wireless telecommunications engineering, with 36 years of executive-level experience and various engineering management positions previously. Under his leadership, V-COMM has grown from a start-up venture in 1996 to a highly respected full-service consulting telecommunications engineering firm.

In managing V-COMM's growth, Mr. Villecco has overseen expansion of the company's portfolio of consulting services, which today include a full range of RF and Network support, network design tools, measurement hardware, and database services as well as time-critical engineering-related services such as business planning, zoning hearing expert witness testimony, regulatory advisory assistance, and project management.

Before forming V-COMM, Mr. Villecco spent 10 years with Comcast Corporation, where he held management positions of increasing responsibility, his last being Vice President of Wireless Engineering for Comcast International Holdings, Inc. Focusing on the international marketplace, Mr. Villecco helped develop various technical and business requirements for directing Comcast's worldwide wireless venture utilizing current and emerging technologies (GSM, PCN, ESMR, paging, etc.).

Previously he was Vice President of Engineering and Operations for Comcast Cellular Communications, Inc. His responsibilities included overall system design, construction and operation, capital budget preparation and execution, interconnection negotiations, vendor contract negotiations, major account interface, new product implementation, and cellular market acquisition. Following Comcast's acquisition of Metrophone, Mr. Villecco successfully merged the two technical departments and managed the combined department of 140 engineers and support personnel.

Mr. Villecco served as Director of Engineering for American Cellular Network Corporation (AMCELL), where he managed all system implementation and engineering design issues. He was responsible for activating the first cellular system in the world utilizing proprietary automatic call delivery software between independent carriers in Wilmington, Delaware. He also had responsibility for filing all FCC and FAA applications for AMCELL before it was acquired by Comcast.

Prior to joining AMCELL, Mr. Villecco worked as a staff engineer at Sherman and Beverage (S&B), a broadcast consulting firm. He designed FM radio station broadcasting systems and studio-transmitter link systems, performed AM field studies and interference analysis and TV interference analysis, and helped build a sophisticated six-tower arrangement for a AM antenna phasing system. He also designed and wrote software to perform FM radio station allocations pursuant to FCC Rules Part 73.

Mr. Villecco started his career in telecommunications engineering as a wireless engineering consultant at Jubon Engineering, where he was responsible for the design of cellular systems, both domestic and international, radio paging systems, microwave radio systems, two-way radio systems, microwave multipoint distribution systems, and simulcast radio link systems, including the drafting of all FCC and FAA applications for these systems.

Mr. Villecco has a BSEE from Drexel University, in Philadelphia, and is an active member of IEEE. Mr. Villecco also serves as the Vice Chairman of the Advisory Council to the Drexel University Electrical and Computer Engineering (ECE) Department.



Relevant Expert Witness Testimony Experience

Over the past twenty years, Mr. Villecco had been previously qualified and provided expert witness testimony in the following venues:

Expert Witness Zoning Testimony

- Avalon Borough, NJ
- Belleville, NJ
- Belmar, NJ
- Berkeley Heights Township, NJ
- Bernards Township, NJ
- Bernardsville, NJ
- Branchburg, NJ
- Bridgewater Township, NJ
- Brielle, NJ
- Bushkill Township, PA
- Colts Neck Township, NJ
- Cranbury Township, NJ
- Cresskill, NJ
- Cross Village / Emmett County, MI
- Cumru Township, PA
- Exeter Township, PA
- Fair Haven, NJ
- Fanwood Borough, NJ
- Franklin, NJ
- Freehold, NJ
- Garfield, NJ
- Glen Gardner, NJ
- Glen Rock, NJ
- Hampton Borough, NJ
- Hanover, NJ
- Hardyston Township, NJ
- Harrington Park, NJ
- Helmetta, NJ
- Hempstead, NY
- Highland Park, NJ
- Hoboken, NJ
- Holmdel Township, NJ
- Hopewell Borough, NJ
- Hopewell Township, NJ
- Howell Township, NJ
- Jackson Township, NJ
- Jersey City, NJ
- Kearny, NJ
- Kingston, NJ
- Lawrence Township, NJ
- Little Egg Harbor Twp., NJ
- Little Silver Borough, NJ
- Long Valley, NJ
- Lower Alsace Twp., PA
- Middletown Township, NJ
- Millstone Township, NJ
- Morris Township, NJ
- Neptune Township, NJ
- Newark, NJ
- New Castle County, DE
- New Providence, NJ
- N. Caldwell Township, NJ
- Orange, NJ
- Plainfield, NJ
- Princeton Township, NJ
- Reading Township, NJ
- Ridgefield, NJ
- Rochelle Park, NJ
- Rutherford, NJ
- Saddle Brook Township, NJ
- Sayreville, NJ
- Somers Point, NJ
- Somerville, NJ
- South Brunswick, NJ
- South Coventry Twp., PA
- South Plainfield, NJ
- Stone Harbor, NJ
- Tenafly, NJ
- Upper Allen Township, PA
- Upper Freehold, NJ
- Wall Township, NJ
- Wallington, NJ
- Wantage Township, NJ
- Washington Township, NJ
- Wayne Township, NJ
- Weehawken Township, NJ

United States Bankruptcy Court

Nextwave Personal Communications, Inc. vs. Federal Communications Commission (FCC)*

Pocket Communications, Inc. vs. Federal Communications Commission (FCC)*

*In these cases, Mr. Villecco was retained by the FCC and the Department of Justice as a technical expert on their behalf, pertaining to matters of wireless network design, optimization and operation



David K. Stern
Vice President and Co-Founder
V-COMM, L.L.C.

David Stern, Vice President and co-founder of V-COMM, has 35 years of hands-on operational and business experience in telecommunications engineering. While at V-COMM, Mr. Stern oversaw the design and implementation of several major Wireless markets in the Northeast United States, including T-Mobile - New York, , Unitel Cellular, West Virginia Wireless, South Canaan Cellular and Conestoga Wireless. In his position as Vice President, he has testified at a number of Zoning and Planning Boards in New Jersey, New York, Pennsylvania, West Virginia and Michigan, and qualified as an Expert Witness in US Federal District Court and Ocean County Superior Court, including:

- Bayonne, NJ
- Berkeley Township, NJ
- Brick, NJ
- Bridgewater Township, NJ
- Byram Township, NJ
- Carteret, NJ
- Cedar Grove, NJ
- Charlevoix, MI
- Charleston, WV
- Chatham Borough, NJ
- Chatham Township, NJ
- Clinton Township, NJ
- Cranford, NJ
- Dumont, NJ
- East Brunswick, NJ
- East Hempfield, PA
- Edgewater, NJ
- Edison, NJ
- Elizabeth, NJ
- Elmwood Park, NJ
- Englewood Cliffs, NJ
- Fairfield, NJ
- Fairlawn, NJ
- Fanwood, NJ
- Fort Lee, NJ
- Franklin Township, NJ
- Freehold Township, NJ
- Galloway Township, NJ
- Hackensack, NJ
- Haledon, NJ
- Hazlet, NJ
- Hempstead, NY
- Highland Park, NJ
- Hillsborough Township, NJ
- Hoboken, NJ
- Holmdel, NJ
- Hopatcong, NJ
- Hopewell Township, NJ
- Howell Township, NJ
- Huntington, NY
- Jackson Township, NJ
- Jersey City, NJ
- Keyport, NJ
- Kingwood Township, NJ
- Lakewood, NJ
- Lancaster, PA
- Lawrence Township, NJ
- Little Egg Harbor, NJ
- Livingston, NJ
- Lodi, NJ
- Long Branch, NJ
- Long Hill Township, NJ
- Lyndhurst, NJ
- Manchester Township, PA
- Manheim Township, PA
- Manalapan Township, NJ
- Marlboro Township, NJ
- Millstone Township, NJ
- Monroe Township, NJ
- Montgomery Township, NJ
- Montville Township, NJ
- Morris Township, NJ
- Mount Freedom, NJ
- Neptune, NJ
- Newark, NJ
- New Brunswick, NJ
- New Holland, PA
- Newton, NJ
- North Bergen, NJ
- North Brunswick, NJ
- Nutley, NJ
- Oakland, NJ
- Old Bridge, NJ
- Old Tappan, NJ
- Paramus, NJ
- Parsippany/Troy Hills, NJ
- Patterson, NJ
- Peapack/Gladstone, NJ
- Perth Amboy, NJ
- Plainsboro, NJ
- Piscataway, NJ
- Randolph Township, NJ
- Red Bank, NJ
- Rochelle Park, NJ
- Rockleigh, NJ
- Sayreville, NJ
- Shrewsbury, NJ
- South Plainfield, NJ
- South Brunswick, NJ
- Stafford Township, NJ
- Teaneck, NJ
- Tenafly, NJ
- Tewksbury, NJ
- Trenton, NJ
- Union, NJ
- Union City, NJ
- Vernon, NJ
- Wall Township, NJ
- Wantage Township, NJ
- Washington Township, NJ
- Wayne, NJ
- West Caldwell, NJ
- West Milford, NJ
- West New York, NJ
- West Orange, NJ
- Woodbridge, NJ



Mr. Stern has a formidable background in wireless technologies including CDMA, EVDO, LTE, GSM, EDGE, 3G, TDMA, Project 25, and Wi-Fi. As an expert witness, David represented major wireless carriers, which aided in the expansion of their networks. One of his major accomplishments at V-COMM was the design and project management for Madison, NJ's Public Safety Communication Center. David was also a key in New York City's first PCS network launch. He is a member of APCO Region 8 and Region 28 Regional Planning Committees, and is dedicated to creating standards for 700 MHz Public Safety and Commercial Wireless deployments.

Prior to joining V-COMM, Mr. Stern spent seven years with Comcast Cellular Communications, Inc., where he held several engineering management positions. As Director of Strategic Projects, he was responsible for all technical aspects of Comcast's wireless data business, including implementation of the CDPD Cellular Packet Data network. He also was responsible for bringing into commercial service the Cellular Data Gateway, a circuit switched data solution.

Also, Mr. Stern was the Director of Wireless System Engineering, charged with evaluating new digital technologies, including TDMA and CDMA, for possible adoption. He represented Comcast on several industry committees pertaining to CDMA digital cellular technology and served on the Technology Committee of a wireless company on behalf of Comcast. He helped to direct Comcast's participation in the A- and B-block PCS auctions and won high praise for his recommendations regarding the company's technology deployment in the PCS markets.

At the beginning of his tenure with Comcast, Mr. Stern was Director of Engineering at Comcast, managing a staff of 40 technical personnel. He had overall responsibility for a network that included 250 cell sites, three Switching offices, four Motorola EMX-2500 switches, IS-41 connections, SS-7 interconnection to NACN, and a fiber optic and microwave "disaster-resistant" interconnect network.

Mr. Stern began his career at Motorola as a Cellular Systems Engineer, where he developed his skills in RF engineering, frequency planning, and site acquisition activities. His promotion to Program Manager-Northeast for the rapidly growing New York, New Jersey, and Philadelphia markets gave him the responsibility for coordinating all activities and communications with Motorola's cellular infrastructure customers. He directed contract preparations, equipment orders and deliveries, project implementation schedules, and engineering support services.

Mr. Stern earned a BSEE from the University of Illinois, in Urbana, and is a member of IEEE.



PINNACLE TELECOM GROUP

Professional and Technical Services

ANTENNA SITE FCC RF COMPLIANCE ASSESSMENT AND REPORT

HOMELAND TOWERS, LLC

**SITE "NY578 – GRANITE SPRINGS"
GRANITE SPRINGS ROAD
YORKTOWN HEIGHTS, NY**

NOVEMBER 16, 2021

14 RIDGEDALE AVENUE, SUITE 260 • CEDAR KNOLLS, NJ 07927 • 973-451-1630

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APPENDIX B. SUMMARY OF EXPERT QUALIFICATIONS

INTRODUCTION AND SUMMARY

At the request of Homeland Towers, LLC, Pinnacle Telecom Group has performed an independent expert assessment of radiofrequency (RF) levels and related FCC compliance for proposed wireless antenna operations on a new 130-foot monopine to be located on Granite Springs in Yorktown Heights, NY.

Homeland Towers refers to the prospective site as "NY578 – Granite Springs", and the proposed monopine will accommodate the directional panel antennas of up to three wireless carriers.

The FCC requires wireless antenna operators to perform an assessment of the RF levels from all the transmitting antennas at a site whenever antenna operations are added or modified, and ensure compliance with the FCC Maximum Permissible Exposure (MPE) limit in areas of unrestricted public access, i.e., at street level around the site.

In this case, the compliance assessment will include the RF effects of a worst-case hypothetical collocation of three wireless carriers' antennas. By worst case, we mean that the carriers whose maximum capacity relates to higher emitted power levels will be hypothetically assumed to occupy the lower mounting positions on the monopine, thus matching higher power and smaller distances to ground-level around the site.

The analysis will conservatively assume all the wireless carriers are operating at maximum capacity and maximum power in each of their FCC-licensed frequency bands. With that extreme degree of conservatism incorporated in the analysis, we can have great confidence that the actual RF effects from any combination of wireless operators, however they might actually be positioned on the monopine, would be in compliance with the FCC's MPE limit.

This assessment of antenna site compliance is based on the FCC limit for general population "maximum permissible exposure" (MPE), a limit established as safe for continuous exposure to RF fields by humans of either sex, all ages and sizes, and under all conditions.

The result of an FCC compliance assessment can be described in layman's terms by expressing the calculated RF levels as simple percentages of the FCC MPE limit. In that way, the figure 100 percent serves as the reference for compliance, and calculated RF levels below 100 percent indicate compliance with the MPE limit. An equivalent way to describe the calculated results is to relate them to a "times-below-the-limit" factor. Here, we will apply both descriptions.

The result of the FCC compliance assessment in this case is as follows:

- At street level around the site, the conservatively calculated maximum RF level caused by the combination of antenna operations is 5.2667 percent of the FCC general population MPE limit, well below the 100-percent reference for compliance. In other words, even with calculations designed to significantly overstate the RF levels versus those that could actually occur at the site, the worst-case calculated RF level in this case is still more than 15 times below the limit defined by the federal government as safe for continuous exposure of the general public.
- The results of the calculations provide a clear demonstration that the RF levels from as many as three wireless carriers, even under worst-case collocation circumstances, would satisfy the FCC requirement for controlling potential human exposure to RF fields. Moreover, because of the conservative methodology and assumptions applied in this analysis, RF levels actually caused by any combination of wireless operators' antenna operations at this site will be even less significant than the calculation results here indicate.

The remainder of this report provides the following:

- relevant technical data on the parameters for the three wireless carriers;
- a description of the applicable FCC mathematical model for assessing compliance with the MPE limit, and application of the relevant technical data to that model; and

- analysis of the results of the calculations, and the compliance conclusion for the proposed site.

In addition, two Appendices are included. Appendix A provides background on the FCC MPE limit, along with a list of key FCC references on MPE compliance, and Appendix B provides a summary of the qualifications of the expert certifying the FCC compliance for the subject antenna operations.

ANTENNA AND TRANSMISSION DATA

As described, the proposed 130-foot monopine will be able to accommodate as many as three wireless carriers' antennas. This analysis will include an assumption of "worst-case" collocation by three wireless carriers – Verizon Wireless, AT&T, and T-Mobile.

The worst-case collocation methodology basically involves taking the carriers with the most available spectrum and the opportunity for higher power levels and hypothetically positioning them at the lower points on the monopine – thus matching the most power with the shorter distances to the ground.

Typically, the vertical spacing between different wireless carriers' antennas on a monopine is 10 feet. In this case, we will assign antenna centerline-heights to the three wireless collocators at 127 feet, 117 feet, and 107 feet.

The transmission parameters for each of the wireless carriers are described below.

Verizon Wireless is licensed to operate in the 746, 869, 1900 and 2100 MHz frequency bands. In the 746 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 869 MHz band, Verizon uses seven 20-watt channels per antenna sector and four 40-watt channels per sector. In the 1900 MHz band, Verizon uses four 40-watt channels per antenna sector. In the 2100 MHz band, Verizon uses four 40-watt channels per sector.

AT&T is licensed to operate in the 700, 850, 1900, 2100 and 2300 MHz frequency bands. In the 700 MHz band, AT&T uses 370 watts of input power per sector. In the 850 MHz band, AT&T uses 160 watts of input power per sector. In the 1900 MHz band, AT&T uses 160 watts of input power per sector. In the 2100 MHz band, AT&T uses 160 watts of input power per sector. Lastly, in the 2300 MHz band, AT&T uses 100 watts of input power per sector.

T-Mobile is licensed to operate in the 600 MHz, 700 MHz, 1900 MHz, 2100 MHz and 2500 MHz frequency bands. In the 600 MHz band, T-Mobile uses four 40-watt channels per sector. In the 700 MHz band, T-Mobile uses one 40-watt channel per sector. In the 1900 MHz band, T-Mobile uses one 40-watt channel and four 30-watt channels per sector. In the 2100 MHz band, T-Mobile uses one 40-watt channel and two 60-watt channels per sector. Lastly, In the 2500 MHz band, T-Mobile uses one 40-watt channel and one 80-watt channel per sector.

We will hypothetically assign the mounting heights (to the centerline of the antennas) as follows:

- Verizon Wireless: 127 feet
- T-Mobile: 117 feet
- AT&T: 107 feet

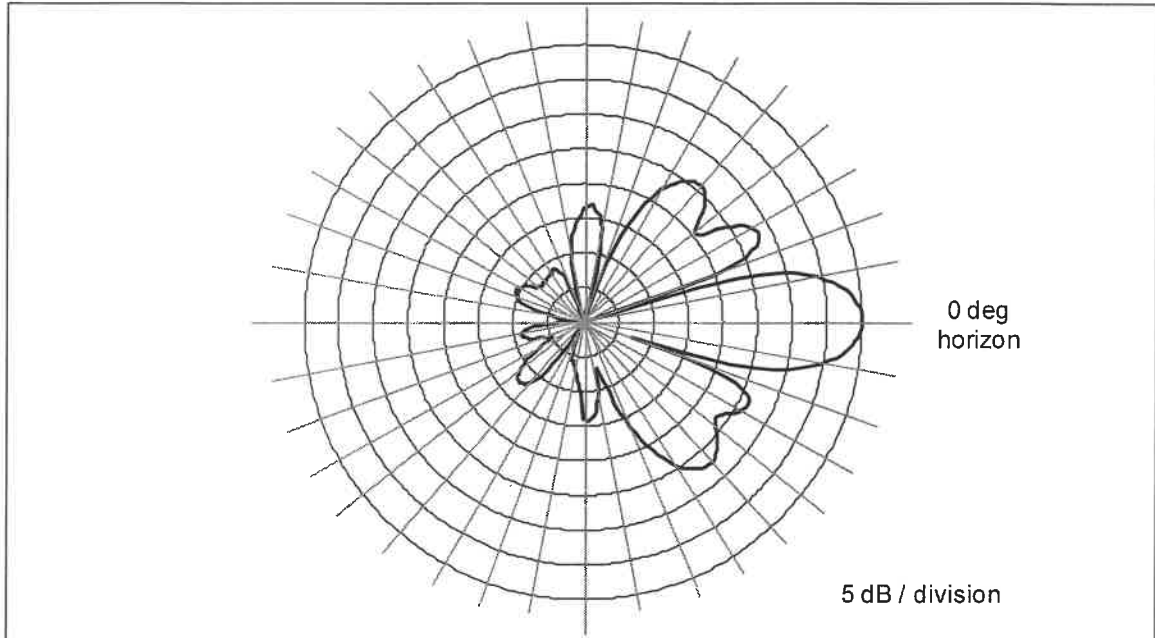
The area below the antennas, at street level, is of interest in terms of potential "uncontrolled" exposure of the general public, so the antenna's vertical-plane emission characteristic is used in the calculations, as it is a key determinant in the relative level of RF emissions in the "downward" direction.

By way of illustration, Figure 1, below, shows the vertical-plane pattern of a typical 1900 MHz panel antenna. The antenna is effectively pointed at the three o'clock position (the horizon) and the pattern at different angles is described using decibel units. The use of a decibel scale in incidentally visually understates the relative directionality characteristic of the antenna in the vertical plane. Where the antenna pattern reads 20 dB, the relative RF energy emitted at the corresponding downward angle is 1/100th of the maximum that occurs in the

main beam (at 0 degrees); at 30 dB, the energy is 1/1000th of the maximum.

Note that the automatic pattern-scaling feature of our internal software may skew side-by-side visual comparisons of different antenna models, or even different parties' depictions of the same antenna model.

Figure 1. 1900 MHz Directional Panel Antenna – Vertical-plane Pattern



Compliance Analysis

FCC Office of Engineering and Technology Bulletin 65 ("OET Bulletin 65") provides guidelines for mathematical models to calculate potential RF exposure levels at various points around transmitting antennas.

Around an antenna site at ground level (in what is called the "far field" of the antennas), the RF levels are directly proportional to the total antenna input power and the relative antenna gain (focusing effect) in the downward direction of interest – and the levels are otherwise inversely proportional to the square of the straight-line distance to the antenna. Conservative calculations also assume the potential RF exposure is enhanced by reflection of the RF energy from the

intervening ground. Our calculations will assume a 100% “perfect”, mirror-like reflection, which is the absolute worst-case approach.

The formula for ground-level MPE compliance assessment of any given wireless antenna operation is as follows:

$$\text{MPE\%} = (100 * \text{TxPower} * 10^{(\text{Gmax-Vdisc})/10} * 4) / (\text{MPE} * 4\pi * R^2)$$

where

MPE%	=	RF level, expressed as a percentage of the FCC MPE limit applicable to continuous exposure of the general public
100	=	factor to convert the raw result to a percentage
TxPower	=	maximum net power into antenna sector, in milliwatts, a function of the number of channels per sector, the transmitter power per channel, and line loss
$10^{(\text{Gmax-Vdisc})/10}$	=	numeric equivalent of the relative antenna gain in the direction of interest downward toward ground level
4	=	factor to account for a 100-percent-efficient energy reflection from the ground, and the squared relationship between RF field strength and power density ($2^2 = 4$)
MPE	=	FCC general population MPE limit
R	=	straight-line distance from the RF source to the point of interest, centimeters

The MPE% calculations are normally performed out to a distance of 500 feet from the facility to points 6.5 feet (approximately two meters, the FCC-recommended standing height) off the ground, as illustrated in Figure 2 on the next page.

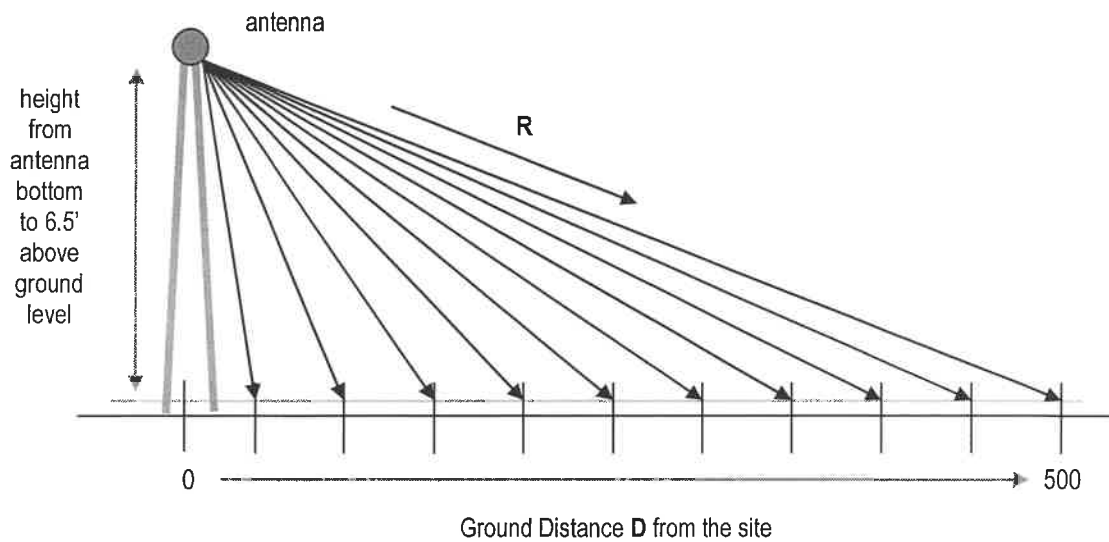


Figure 2. Street-level MPE% Calculation Geometry

It is popularly thought that the farther away one is from an antenna, the lower the RF level – which is generally but not universally correct. The results of MPE% calculations fairly close to the site will reflect the variations in the vertical-plane antenna pattern as well as the variation in straight-line distance to the antennas. Therefore, RF levels may actually increase slightly with increasing distance within the range of zero to 500 feet from the site. As the distance approaches 500 feet and beyond, though, the antenna pattern factor becomes less significant, the RF levels become primarily distance-controlled and, as a result, the RF levels generally decrease with increasing distance. In any case, the RF levels more than 500 feet from a wireless antenna site are well understood to be sufficiently low and always in compliance.

FCC compliance for a collocated antenna site is assessed in the following manner. At each distance point away from the site, an MPE% calculation is made for each antenna operation, including the individual components of dual-band operations. Then, at each point, the sum of the individual MPE% contributions is compared to 100 percent, where the latter figure serves as a normalized reference for compliance with the MPE limit. We refer to the sum of the individual MPE% contributions as “total MPE%”, and any calculated total MPE% result exceeding 100 percent is, by definition, higher than the limit and

represent non-compliance and a need to take action to mitigate the RF levels. If all results are below 100 percent, that indicates compliance with the federal regulations on controlling exposure.

Note that the following conservative methodology and assumptions are incorporated into the MPE% calculations on a general basis:

1. The antennas are assumed to be operating continuously at maximum RF power – i.e., with the maximum number of channels and the maximum transmitter power per channel.
2. The power-attenuation effects of any shadowing or visual obstruction to a line-of-sight path from the antennas to the points of interest at ground level are ignored.
3. The calculations intentionally minimize the distance factor (R) by assuming a 6'6" human and performing the calculations from the bottom (rather than the centerline) of the antenna.
4. The potential RF exposure at ground level is assumed to be 100-percent enhanced (increased) via a "perfect" field reflection from the intervening ground.

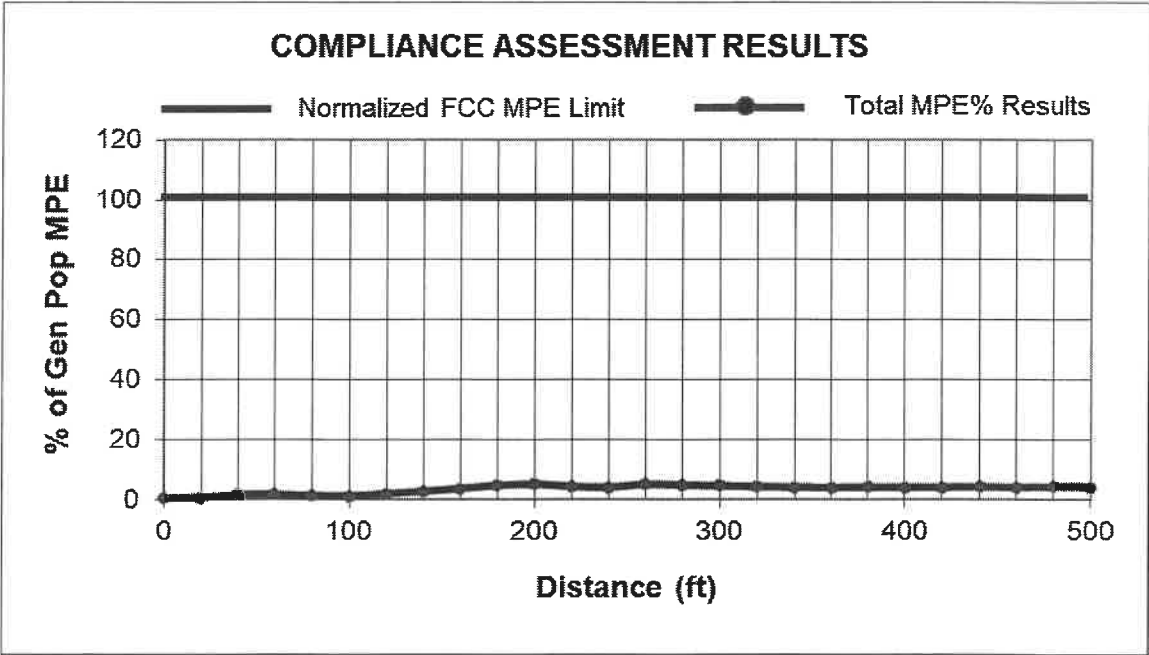
The net result of these assumptions is to intentionally and significantly overstate the calculated RF levels relative to the RF levels that will actually occur – and the purpose of this conservatism is to allow "safe-side" conclusions about compliance with the MPE limit.

The table that follows provides the results of the MPE% calculations for each antenna operation, with the worst-case overall result highlighted in bold in the last column.

Ground Distance (ft)	Verizon Wireless MPE%	AT&T MPE%	T-Mobile MPE%	Total MPE%
0	0.0241	0.0989	0.4173	0.5403
20	0.0316	0.1238	0.6050	0.7604
40	0.0853	0.2490	1.3888	1.7231
60	0.1569	0.4059	1.1667	1.7295
80	0.1796	0.5493	0.6827	1.4116
100	0.1300	0.4734	0.6458	1.2492
120	0.2412	0.7914	0.9863	2.0189
140	0.3242	0.9916	1.4843	2.8001
160	0.2779	0.9697	2.5066	3.7542
180	0.3978	1.0483	3.3800	4.8261
200	0.5230	1.0661	3.6776	5.2667
220	0.4852	0.8408	3.1660	4.4920
240	0.3865	0.5199	3.2769	4.1833
260	0.2521	0.3018	4.6740	5.2279
280	0.1170	0.2450	4.5893	4.9513
300	0.0597	0.2432	4.3722	4.6751
320	0.0291	0.2502	4.1201	4.3994
340	0.0297	0.2890	3.8856	4.2043
360	0.0542	0.3880	3.7087	4.1509
380	0.1052	0.5676	3.5724	4.2452
400	0.1791	0.5160	3.4797	4.1748
420	0.2774	0.7474	3.2107	4.2355
440	0.2544	1.0125	3.0969	4.3638
460	0.3627	0.9308	2.9105	4.2040
480	0.4924	1.1609	2.7634	4.4167
500	0.4559	1.0740	2.6487	4.1786

As indicated, the overall worst-case calculated result is 5.2667 percent of the FCC general population MPE limit – well below the 100-percent reference for compliance, particularly given the significant conservatism incorporated in the analysis.

A graph of the overall calculation results, provided on the next page, provides perhaps a clearer *visual* illustration of the relative compliance of the calculated RF levels. The line representing the overall calculation results shows an obviously clear, consistent margin to the FCC MPE limit.



Compliance Conclusion

The FCC MPE limit has been constructed in such a manner that continuous human exposure to RF fields up to and including 100 percent of the MPE limit is acceptable and completely safe.

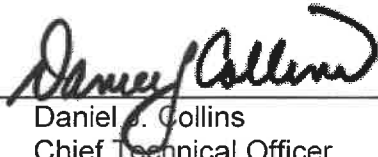
The conservatively calculated maximum RF effect at street level from the assumed worst-case collocation of as many as three wireless carriers is 5.2667 percent of the FCC general population MPE limit. In other words, even with an extremely conservative analysis intended to dramatically overstate the RF effects of any wireless collocation scenario at the site, the calculated worst-case RF level is still more than 15 times below the FCC MPE limit.

The results of the calculations indicate clear compliance with the FCC regulations and the related MPE limit, even for a worst-case collocation scenario. Because of the conservative calculation methodology and operational assumptions applied in this analysis, the RF levels actually caused by any more realistic collocation of antennas at this site would be even less significant than the calculation results here indicate, and compliance would be achieved by an even larger margin.

CERTIFICATION

It is the policy of Pinnacle Telecom Group that all FCC RF compliance assessments are reviewed, approved, and signed by the firm's Chief Technical Officer who certifies as follows:

1. I have read and fully understand the FCC regulations concerning RF safety and the control of human exposure to RF fields (47 CFR 1.1301 *et seq*).
2. To the best of my knowledge, the statements and information disclosed in this report are true, complete and accurate.
3. The analysis of site RF compliance provided herein is consistent with the applicable FCC regulations, additional guidelines issued by the FCC, and industry practice.
4. The results of the analysis indicate that the subject antenna operations will be in compliance with the FCC regulations concerning the control of potential human exposure to the RF emissions from antennas.



Daniel J. Collins
Chief Technical Officer
Pinnacle Telecom Group, LLC

11/16/21

Date

Appendix A. BACKGROUND ON THE FCC MPE LIMIT

As directed by the Telecommunications Act of 1996, the FCC has established limits for maximum continuous human exposure to RF fields.

The FCC maximum permissible exposure (MPE) limits represent the consensus of federal agencies and independent experts responsible for RF safety matters. Those agencies include the National Council on Radiation Protection and Measurements (NCRP), the Occupational Safety and Health Administration (OSHA), the National Institute for Occupational Safety and Health (NIOSH), the American National Standards Institute (ANSI), the Environmental Protection Agency (EPA), and the Food and Drug Administration (FDA). In formulating its guidelines, the FCC also considered input from the public and technical community – notably the Institute of Electrical and Electronics Engineers (IEEE).

The FCC's RF exposure guidelines are incorporated in Section 1.301 *et seq* of its Rules and Regulations (47 CFR 1.1301-1.1310). Those guidelines specify MPE limits for both occupational and general population exposure.

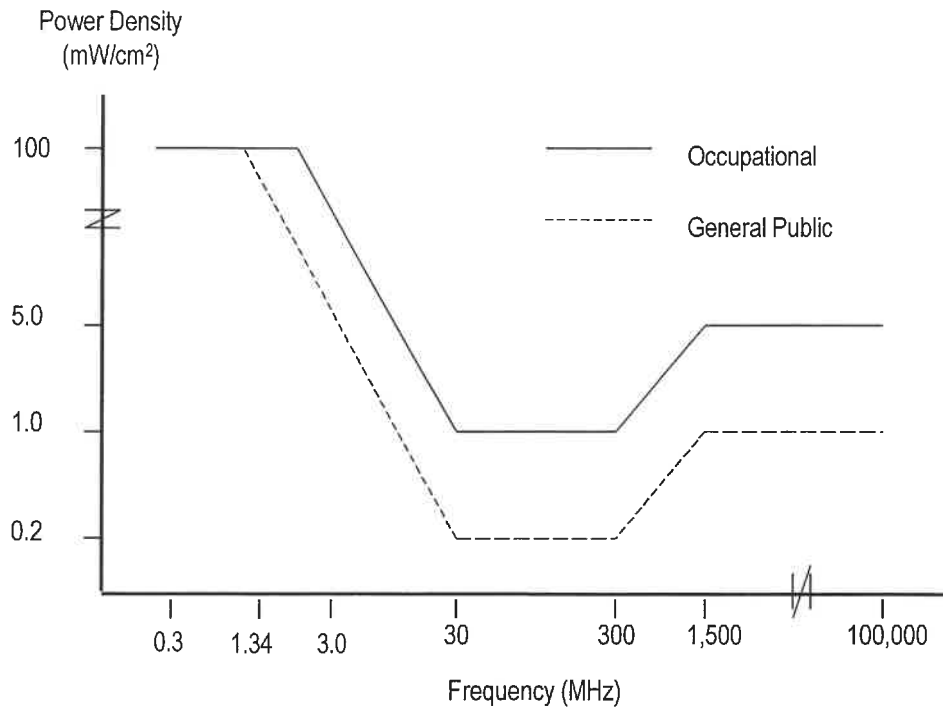
The specified continuous exposure MPE limits are based on known variation of human body susceptibility in different frequency ranges, and a Specific Absorption Rate (SAR) of 4 watts per kilogram, which is universally considered to accurately represent human capacity to dissipate incident RF energy (in the form of heat). The occupational MPE guidelines incorporate a safety factor of 10 or greater with respect to RF levels known to represent a health hazard, and an additional safety factor of five is applied to the MPE limits for general population exposure. Thus, the general population MPE limit has a built-in safety factor of more than 50. The limits were constructed to appropriately protect humans of both sexes and all ages and sizes and under all conditions – and continuous exposure at levels equal to or below the applicable MPE limits is considered to result in no adverse health effects or even health risk.

The reason for *two* tiers of MPE limits is based on an understanding and assumption that members of the general public are unlikely to have had appropriate RF safety training and may not be aware of the exposures they receive; occupational exposure in controlled environments, on the other hand, is assumed to involve individuals who have had such training, are aware of the exposures, and know how to maintain a safe personal work environment.

The FCC's RF exposure limits are expressed in two equivalent forms, using alternative units of field strength (expressed in volts per meter, or V/m), and power density (expressed in milliwatts per square centimeter, or mW/cm²). The table on the next page lists the FCC limits for both occupational and general population exposures, using the mW/cm² reference, for the different radio frequency ranges.

Frequency Range (F) (MHz)	Occupational Exposure (mW/cm ²)	General Public Exposure (mW/cm ²)
0.3 - 1.34	100	100
1.34 - 3.0	100	$180 / F^2$
3.0 - 30	$900 / F^2$	$180 / F^2$
30 - 300	1.0	0.2
300 - 1,500	$F / 300$	$F / 1500$
1,500 - 100,000	5.0	1.0

The diagram below provides a graphical illustration of both the FCC's occupational and general population MPE limits.



Because the FCC's RF exposure limits are frequency-shaped, the exact MPE limits applicable to the instant situation depend on the frequency range used by the systems of interest.

The most appropriate method of determining RF compliance is to calculate the RF power density attributable to a particular system and compare that to the MPE limit applicable to the operating frequency in question. The result is usually expressed as a percentage of the MPE limit.

For potential exposure from multiple systems, the respective percentages of the MPE limits are added, and the total percentage compared to 100 (percent of the limit). If the result is less than 100, the total exposure is in compliance; if it is more than 100, exposure mitigation measures are necessary to achieve compliance.

Note that the FCC "categorically excludes" all "non-building-mounted" wireless antenna operations whose mounting heights are more than 10 meters (32.8 feet) from the routine requirement to demonstrate compliance with the MPE limit, because such operations "are deemed, individually and cumulatively, to have no significant effect on the human environment". The categorical exclusion also applies to *all* point-to-point antenna operations, regardless of the type of structure they're mounted on. Note that the FCC considers any facility qualifying for the categorical exclusion to be automatically in compliance.

FCC References on RF Compliance

47 CFR, FCC Rules and Regulations, Part 1 (Practice and Procedure), Section 1.1310 (Radiofrequency radiation exposure limits).

FCC Second Memorandum Opinion and Order and Notice of Proposed Rulemaking (FCC 97-303), *In the Matter of Procedures for Reviewing Requests for Relief From State and Local Regulations Pursuant to Section 332(c)(7)(B)(v) of the Communications Act of 1934 (WT Docket 97-192), Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation (ET Docket 93-62), and Petition for Rulemaking of the Cellular Telecommunications Industry Association Concerning Amendment of the Commission's Rules to Preempt State and Local Regulation of Commercial Mobile Radio Service Transmitting Facilities*, released August 25, 1997.

FCC First Memorandum Opinion and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released December 24, 1996.

FCC Report and Order, ET Docket 93-62, *In the Matter of Guidelines for Evaluating the Environmental Effects of Radiofrequency Radiation*, released August 1, 1996.

FCC Office of Engineering and Technology (OET) Bulletin 65, "Evaluating Compliance with FCC Guidelines for Human Exposure to Radiofrequency Electromagnetic Fields", Edition 97-01, August 1997.

FCC Office of Engineering and Technology (OET) Bulletin 56, "Questions and Answers About Biological Effects and Potential Hazards of RF Radiation", edition 4, August 1999.

Appendix B. SUMMARY of EXPERT QUALIFICATIONS

Daniel J. Collins, Chief Technical Officer, Pinnacle Telecom Group, LLC

Synopsis:	<ul style="list-style-type: none"> • 40+ years of experience in all aspects of wireless system engineering, related regulation, and RF exposure • Has performed or led RF exposure compliance assessments on more than 20,000 antenna sites since the latest FCC regulations went into effect in 1997 • Has provided testimony as an RF compliance expert more than 1,500 times since 1997 • Have been accepted as an FCC compliance expert in New York, New Jersey, Connecticut, Pennsylvania and more than 40 other states, as well as by the FCC
Education:	<ul style="list-style-type: none"> • B.E.E., City College of New York (Sch. Of Eng.), 1971 • M.B.A., 1982, Fairleigh Dickinson University, 1982 • Bronx High School of Science, 1966
Current Responsibilities:	<ul style="list-style-type: none"> • Leads all PTG staff work involving RF safety and FCC compliance, microwave and satellite system engineering, and consulting on wireless technology and regulation
Prior Experience:	<ul style="list-style-type: none"> • Edwards & Kelcey, VP – RF Engineering and Chief Information Technology Officer, 1996-99 • Bellcore (a Bell Labs offshoot after AT&T's 1984 divestiture), Executive Director – Regulation and Public Policy, 1983-96 • AT&T (Corp. HQ), Division Manager – RF Engineering, and Director – Radio Spectrum Management, 1977-83 • AT&T Long Lines, Group Supervisor – Microwave Radio System Design, 1972-77
Specific RF Safety / Compliance Experience:	<ul style="list-style-type: none"> • Involved in RF exposure matters since 1972 • Have had lead corporate responsibility for RF safety and compliance at AT&T, Bellcore, Edwards & Kelcey, and PTG • While at AT&T, helped develop the mathematical models for calculating RF exposure levels • Have been relied on for compliance by all major wireless carriers, as well as by the federal government, several state and local governments, equipment manufacturers, system integrators, and other consulting / engineering firms
Other Background:	<ul style="list-style-type: none"> • Author, <i>Microwave System Engineering</i> (AT&T, 1974) • Co-author and executive editor, <i>A Guide to New Technologies and Services</i> (Bellcore, 1993) • National Spectrum Management Association (NSMA) – former three-term President and Chairman of the Board of Directors; was founding member, twice-elected Vice President, long-time member of the Board, and was named an NSMA Fellow in 1991 • Have published more than 35 articles in industry magazines



LEGEND

Viewshed

- Land Cover Viewshed Area (130ft Tower)
(Includes existing vegetation and structures)
- Photo Locations

Note: Viewshed areas are not definitive. Viewshed mapping provides a general understanding of where the proposed project is theoretically visible based on regional topographic, forest and building cover data sources.

The "Land Cover" condition viewshed area includes the screening effect of intervening vegetation and buildings. The location and height of vegetated areas and buildings is based on 2016 Lidar data acquired from Connecticut DEEP.

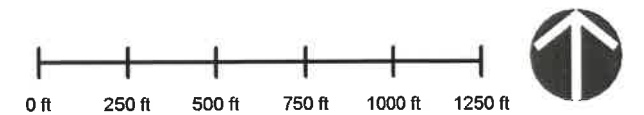


Figure A0
LAND COVER VIEWSHED MAP - CAMERA LOCATIONS



Photo 1 - Granite Springs Road
EXISTING CONDITION

Photograph Information

Date: April 16, 2021
Time: 04:33 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 23.3204" N,
73° 46' 41.6813" W
Distance to Tower: 1,050 Feet



Photo 1 - Granite Springs Road
 PROPOSED CONDITION - 130FT GALVANIZED TOWER

Figure B2

PHOTO SIMULATIONS

Visual Resource Assessment

New York (NY-578)

Wireless Telecommunications Facility

Granite Springs Road

Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
 Time: 04:33 PM
 Focal Length: 48 mm
 Camera: Nikon D3500

Photo Location: 41° 18' 23.3204" N,
 73° 46' 41.6813" W
 Distance to Tower: 1,050 Feet



Photo 1 - Granite Springs Road
 PROPOSED CONDITION - 130FT MONOPINE

Figure B3

PHOTO SIMULATIONS

Visual Resource Assessment

New York (NY-578)

Wireless Telecommunications Facility

Granite Springs Road

Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
 Time: 04:33 PM
 Focal Length: 48 mm
 Camera: Nikon D3500

Photo Location: 41° 18' 23.3204" N,
 73° 46' 41.6813" W
 Distance to Tower: 1,050 Feet



Photo 2 - Granite Springs Road
EXISTING CONDITION

Photograph Information

Date: April 16, 2021
Time: 04:39 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 20.5451" N,
73° 46' 28.3930" W
Distance to Tower: 700 Feet



Photo 2 - Granite Springs Road
 PROPOSED CONDITION - 130FT GALVANIZED TOWER

Figure B5
 PHOTO SIMULATIONS
 Visual Resource Assessment
 New York (NY-578)
 Wireless Telecommunications Facility
 Granite Springs Road
 Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
 Time: 04:39 PM
 Focal Length: 48 mm
 Camera: Nikon D3500

Photo Location: 41° 18' 20.5451" N,
 73° 46' 28.3930" W
 Distance to Tower: 700 Feet



Photo 2 - Granite Springs Road
PROPOSED CONDITION - 130FT MONOPINE

Figure B6

PHOTO SIMULATIONS

Visual Resource Assessment

New York (NY-578)

Wireless Telecommunications Facility

Granite Springs Road

Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
Time: 04:39 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 20.5451" N,
73° 46' 28.3930" W
Distance to Tower: 700 Feet



Photo 3 - Granite Springs Road near Hilltop Road
EXISTING CONDITION

Photograph Information

Date: April 16, 2021
Time: 04:44 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 16.5522" N,
73° 46' 22.1697" W
Distance to Tower: 1,220 Feet



Photo 3 - Granite Springs Road near Hilltop Road
PROPOSED CONDITION - 130FT GALVANIZED TOWER

Photograph Information

Date: April 16, 2021
Time: 04:44 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 16.5522" N,
73° 46' 22.1697" W
Distance to Tower: 1,220 Feet



Photo 3 - Granite Springs Road near Hilltop Road
PROPOSED CONDITION - 130FT MONOPINE

Photograph Information

Date: April 16, 2021
Time: 04:44 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 16.5522" N,
73° 46' 22.1697" W
Distance to Tower: 1,220 Feet



Photo 4 - Granite Springs Road near Hilltop Road, near #54
EXISTING CONDITION

Figure B10

PHOTO SIMULATIONS

Visual Resource Assessment

New York (NY-578)

Wireless Telecommunications Facility

Granite Springs Road

Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
Time: 0450 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 23.1983" N,
73° 46' 34.4618" W
Distance to Tower: 600 Feet

This photograph was taken using a 50mm normal angle lens. To appear at the correct scale this page is intended to be viewed approximately 18 inches from the reader's eye when printed on 11"x17" paper.

SARATOGA
ASSOCIATES





Photo 4 - Granite Springs Road near Hilltop Road, near #54
PROPOSED CONDITION - 130FT GALVANIZED TOWER

Figure B11
PHOTO SIMULATIONS
Visual Resource Assessment
New York (NY-578)
Wireless Telecommunications Facility
Granite Springs Road
Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
Time: 04:50 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 23.1983" N,
73° 46' 34.4618" W
Distance to Tower: 600 Feet



Photo 4 - Granite Springs Road near Hilltop Road, near #54
PROPOSED CONDITION - 130FT MONOPINE

Figure B12

PHOTO SIMULATIONS

Visual Resource Assessment

New York (NY-578)

Wireless Telecommunications Facility

Granite Springs Road
Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
Time: 04:50 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 23.1983" N,
73° 46' 34.4618" W
Distance to Tower: 600 Feet



Photo 5 - Weatherby St near Castle Ct
EXISTING CONDITION

Photograph Information

Date: April 16, 2021
Time: 04:54 PM
Focal Length: 48 mm
Camera: Nikon D3500

Photo Location: 41° 18' 32.4473" N,
73° 46' 41.5067" W
Distance to Tower: 1,100 Feet



Photo 5 - Weatherby St near Castle Ct
 PROPOSED CONDITION - 130FT GALVANIZED TOWER

Figure B14

PHOTO SIMULATIONS

Visual Resource Assessment

New York (NY-578)

Wireless Telecommunications Facility

Granite Springs Road

Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
 Time: 04:54 PM
 Focal Length: 48 mm
 Camera: Nikon D3500

Photo Location: 41° 18' 32.4473" N,
 73° 46' 41.5067" W
 Distance to Tower: 1,100 Feet



Photo 5 - Weatherby St near Castle Ct
 PROPOSED CONDITION - 130FT MONOPINE

Figure B15

PHOTO SIMULATIONS

Visual Resource Assessment

New York (NY-578)

Wireless Telecommunications Facility

Granite Springs Road

Yorktown Heights, NY 10598

Photograph Information

Date: April 16, 2021
 Time: 04:54 PM
 Focal Length: 48 mm
 Camera: Nikon D3500

Photo Location: 41° 18' 32.4473" N,
 73° 46' 41.5067" W
 Distance to Tower: 1,100 Feet



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 📍 32 Boonton Ave., Suite #1, Butler, NJ 07405
 🏆 Certified WBE & SBE

February 25, 2022

Homeland Towers, LLC
 9 Harmony Street, 2nd Floor
 Danbury, CT 06810

RE: Sound Analysis

Site: NY587 – Granite Springs
 109 Granite Springs Road, Yorktown, NY 10598

Dear Mr. Wimmer

Please find the sound analysis of the generator, as provided with respect to Site# NY-587.

Key Information:

- As per the plans, the generator evaluated is a Generac Diesel Set from 15kW to 50kW. According to Generac specification sheet (below), the sound output is 70 dB(A) measured at 23ft (7m) with the generator operating at normal load.

Distances to the property line are estimated from the drawings provided, and are as follows.

Northern Property Line	Approximately 10 feet (3m) to the compound	77.36 db(A)
	Approximately 23 feet (7m) to generator within compound	70.00 db(A)
Eastern Property Line	Approximately 100 feet (30m)	57.36 db(A)
Western Property Line	Approximately 150 feet (45m)	53.84 db(A)
Southern Property Line	Approximately 300 feet (90m)	47.82 db(A)

Relevant Criteria - Chapter 29 - Noise Control

7:29-1.2a 1.i ...when measured at any residential property line of the affected person is in excess of the following continuous airborne sound which has a sound level in excess of 65 dBA.

7:29-1.2b - This criteria does not apply as the generator test cycle will not run during the hours of 10:00PM to 7:00AM.



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Typical Town standards set by §220-40(C)

(1) Sound levels shall be determined at the property line of the lot from which the noise is emitted. Sound measurements shall be accomplished through a sound-level meter having an A-weighted filter and constructed in accordance with specifications of the American National Standards Institute or other generally accepted standard for the measurement of sound.

(2) No person, firm or corporation shall allow the emission of sound which, as measured at the property lines, has a sound level in excess of:

(a) Seventy decibels on the A-weighted scale between the hours of 7:00 a.m. to 8:00 p.m.; and

(b) Sixty decibels on the A-weighted scale between the hours of 8:00 p.m. to 7:00 a.m.

Noise at the Property Line Calculation

The formula to calculate sound attenuation over distance for a point source is:

$$Lp(R2) = Lp(R1) - 20 \cdot \log_{10}(R2/R1)$$

Values for the formula are:

Lp(R1) = 70 dB(A) ← Sound levels as measured by the Generac.

R2 = 7 meters ← Distance for Generac measurements.

R1 = as per chart ← Distance to the property line

Generator Spec Sheet

GENERAC

15 • 20 • 30 • 48 • 50 kW

operating data

ENGINE COOLING

	15 kW	20 kW	30 kW	48/50 kW
Air flow (inlet air including alternator and combustion air in cfm/cmm)	2824/90	2824/90	3038/96	2824/90
System coolant capacity (gal/liters)	2.8/10.6	2.8/10.6	2.8/10.6	2.8/10.6
Heat rejection to coolant (BTU per hr/MJ per hr)	63.535/67	63.535/67	111.000/117.1	135.900/143.4
Maximum operation air temperature on radiator (°C/°F)	50/122			
Maximum ambient temperature (°C/°F)	50/122			

COMBUSTION REQUIREMENTS

Flow at rated power (cfm/cmm)	84.76/2.4	84.76/2.4	90/2.55	190/5.38
-------------------------------	-----------	-----------	---------	----------

SOUND EMISSIONS

Sound output in dB(A) at 23 ft (7 ft) with generator at exercise mode*	65
Sound output in dB(A) at 23 ft (7 ft) with generator operating at normal load**	70

*Sound levels are taken from the top of the generator. Sound levels taken from other parts of the generator may be higher depending on installation location.

EXHAUST

Exhaust flow at rated output (cfm/cmm)	98.88/2.8	98.88/2.8	230/6.51	448/12.7
Exhaust temperature at rated output (°C/°F)	604.4/1120	604.4/1120	454.4/850	604.4/1120



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Based on the output of noise, particularly at the property lines and the fact that the generator will only be cycled one time per month, during the daytime hours of 12pm to 1pm, for testing. The facility will be in compliance with the Town Code and will not cause any unnecessary, unreasonable or excessive noise which may disturb the peace and quietude of the Town, and will not create any adverse impacts on the community, due to noise.

Sincerely,

Allan Cohen, P.E.
NY Lic# 095657
Cohen Enterprises of New Jersey





HOMELAND TOWERS

February 10, 2022

Honorable Supervisor Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Rd
Yorktown Heights, NY 10598

RE: Alternate Site Analysis for the proposed facility location at Granite Springs Rd

Hon. Supervisor Slater and Members of the Town Board:

I am the Regional Manager for Homeland Towers, LLC. I was responsible for identifying a suitable location for a telecommunications facility that would remedy the significant gap in reliable wireless service throughout this area of Yorktown in the vicinity and along Granite Springs Rd and adjoining residential areas.

In consideration based on coverage needs in the area, I began exploring the area in the vicinity of the proposed site for a facility location taking into account the Town's Zoning Code, collocation opportunities, land uses, potential environmental impacts, elevation, proximity to residences, aesthetics and construction feasibility. The Town Wireless Code states as follows:

Town code Section 300-D 1. states: Location and access. Wireless telecommunication facilities (WCF) shall be located on Town-owned lands or facilities. If, because of unreasonable technological, financial or structural limitations or objection to the use of certain Town-owned lands by the Town Board for aesthetic, safety or other reasons, location on Town-owned lands or facilities is not practicable, such facility shall be located on lands in a nonresidential zoning district before being located on any lands, other than Town-owned lands, in a residence district, and shall be located on lands with nonresidential uses in a residence district before being located on lands used exclusively for residential purposes. Wherever possible, such facility shall be attached to an existing building or structure. To the maximum extent practicable, existing roadways shall be used to provide access to the site of a WCF.

First, I performed a series of field visits to determine if there are any existing Wireless telecommunication facilities in the area of the required coverage objective.

Not being able to find any existing facilities suitable for shared use that would meet the coverage objective, I researched the Town's tax maps and performed a series of field visits of the area to find any Town-owned lands that might be suitable for the construction of a Wireless Telecommunication Facility and found the following Town-owned properties:



HOMELAND TOWERS

1. 2850 Sunrise St, Parcel # 27.11-2-19 This Town parcel is designated Parkland, however also contains a water department pumphouse on a small +/- ¼ acre parcel. The available space around the pumphouse was deemed small given the underground piping facilities. The elevation is +/- 470' AMSL and distance to the closest residence is approx. 200' (see Exhibit A)
2. 2997 Curry St, Parcel # 27.06-2-30. This Town parcel is designated Parkland and located adjacent a residential Townhouse community. While the elevation of this location is good, it is sloping downwards towards Sparkle Lake and would require considerable grading in close proximity to the "back yard" of the residences. The elevation is +/- 500' AMSL and distance to the closest residence approx. 200' (see Exhibit A)
3. Sparkle Lake, Granite Springs Rd, Parcel # 27.10-3-11. This Town parcel is designated Parkland and located on Sparkle Lake. It is also located adjacent to a beach or swimming area behind the Parks & Recreation Building. The elevation is +/- 490' AMSL and distance to the closest residence approx. 180' and approx. 120' from the lakefront (see Exhibit A)
4. Granite Springs Rd, Parcel # 27.11-1-33. This Town parcel is designated Parkland and located adjacent to the 'Hallock Mill Wetlands'. This parcel is a 'flag shaped' type parcel with 50' frontage on Granite Springs Rd and widening after approximately 200'. The elevation of this location is approx. +/- 500' AMSL and the distance to the closest residence approx. 420'. This parcel is the subject of this application (see Exhibit A)

Having identified the Town-owned properties in this area, I evaluated the properties given the local topography, existing site locations, coverage objective, aesthetic considerations and distance to nearby residences as follows:

First, I evaluated the topography to determine the elevation of the available locations to determine which of the locations would require the lowest tower structure to minimize aesthetic impact and determined that locations 2, 3 and 4 have the highest elevations.

Second, I evaluated the available locations to determine which of the locations would have the greatest distance to nearby residences and found that the location on Granite Springs Rd would provide the greatest setback from nearby residences. In addition, this location borders wood and farmland on 3 sides of the parcel (north, east and west) and has residences only along the southern property line which is +/- 345' to the south.

Third, I evaluated the available locations to determine at which of the locations the facility would be best screened by existing, natural screening (woods) to minimize the aesthetic impact on the area and nearby residences and found that location 4 at Granite Springs Rd has the best natural screening as it is surrounded by woods on all sides and is +/- 345' from the closest residential property line.



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Fourth, I assessed the visual impact of a proposed location on the surrounding areas and found that utilizing a location that has both, existing screening as well as the greatest distance to area residences would be best suited for the proposed facility. The proposed location at the rear property line of the Granite Springs parcel meets both of the criteria as it has existing woods that will shield the equipment compound and base of the proposed facility and provides the greatest distance to residences in the area. Also, the proposed location is well screened along Granite Springs Rd and surrounding roads through existing tree lines. Please see the Visual Assessment Report by Saratoga Associates as part of this application.

Conclusion:

There are no existing towers or antenna sites suitable for shared use that would also meet the coverage objective. Given the availability of Town-owned properties in this area, the local topography, existing site locations, coverage objective, aesthetic impacts and distance to nearby residences the proposed location at the Granite Springs Rd property has the least aesthetic impact and the greatest distance to nearby residences.

Based on its location and the surrounding area, including the Town Code requirements, the proposed location is the least intrusive to remedy the significant gap in reliable service and is the subject of this application.

Respectfully,

Klaus Wimmer

Klaus Wimmer
Regional Manager
Homeland Towers, LLC.



HOMELAND TOWERS

Exhibit A





HOMELAND TOWERS

February 22, 2022

Honorable Supervisor Slater and
Members of the Town Board
Town of Yorktown
363 Underhill Rd
Yorktown Heights, NY 10598

RE: Alternate Access Analysis for the proposed facility at Granite Springs Rd

Hon. Supervisor Slater and Members of the Town Board:

I am the Regional Manager for Homeland Towers, LLC. I was responsible for identifying a suitable location for a telecommunications facility that would remedy the significant gap in reliable wireless service throughout this area of Yorktown in the vicinity and along Granite Springs Rd and adjoining residential areas.

As part of our due diligence, for the proposed location at Granite Springs Rd tax parcel # 27.11-1-33 we evaluated alternate access possibilities, to assess if disturbance could be reduced or minimized.

Homeland Towers retained a wetlands expert to delineate the wetlands as confirmed by the New York State Department of Environmental Conservation and designed the access road to avoid the wetlands and have the least intrusive impact possible. While the pervious gravel access drive will be partially within the wetland buffer for a short distance, it will not impact any wetlands or watercourses directly. Given this parcel is a "flag lot" shaped property that has +/- 50' road frontage and existing wetlands to the west, another access from Granite Springs Rd within Yorktown municipal boundaries is not feasible. We therefore evaluated access across the adjacent Stuart Farms property located in the Town of Somers.

The Stuart Farm parcel has an existing field path that is currently used for farming purposes (Please see attached sketch in Exhibit A). We evaluated the feasibility of the field path being improved to serve as an access drive for the proposed facility on Granite Springs Road. It should be noted that the access drive to the facility needs to be accessible not just for wireless facility operations, but also Town of Yorktown emergency vehicles like Fire Department vehicles, ambulances, and Police.

We found this alternative Stuart Farm access route would require the following:



HOMELAND TOWERS

1. Length: the length of the access drive would be about 1,500' vs 500' for the proposed access drive.
2. Easement: the property is owned by Stuart Farms and would require an easement for unrestricted access.
3. Conservation Easement: it appears that the Stuart Farm property has a land conservation easement by Westchester Land Trust, therefore consent for unrestricted access from the Trust would be required.
4. Municipal Approvals: as the property is located in the Town of Somers, municipal approvals from the respective Town of Somers Boards would be required for the access drive and possibly the facility itself.
5. Access rights: as this property is Town of Yorktown dedicated parkland, this property could potentially be used for recreational activities, like hiking, birdwatching, etc. If access were to be across the adjacent Stuart Farm property, access to this Town of Yorktown parkland would be under the jurisdiction of the Town of Somers, Stuart Farms and the Westchester Land Trust.

Conclusion:

For the reasons stated above, we think the best and least intrusive access to the property would be utilizing the parcel's frontage on Granite Springs Road, especially in view that this access can be achieved without disturbance to any wetlands.

Respectfully,

Klaus Wimmer

Klaus Wimmer
Regional Manager
Homeland Towers, LLC.



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Exhibit A



Potential alternate access path for the facility



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Aeronautical Study No.
2021-AEA-16905-OE

Issued Date: 01/13/2022

Christine Vergati
Homeland Towers, LLC
9 Harmony Street
2nd Floor
Danbury, CT 06810

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure: Monopole NY578 Granite Springs
Location: York, NY
Latitude: 41-18-27.07N NAD 83
Longitude: 73-46-29.15W
Heights: 500 feet site elevation (SE)
137 feet above ground level (AGL)
637 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 M.

This determination expires on 07/13/2023 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO

SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission (FCC) because the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (718) 553-4199, or Dianne.Marin@FAA.GOV. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2021-AEA-16905-OE.

Signature Control No: 502778602-507738885

(DNE)

Dianne Marin
Technician

Attachment(s)
Case Description
Frequency Data
Map(s)

cc: FCC

Case Description for ASN 2021-AEA-16905-OE

Proposed 137 ft AGL Monopine tower.

Frequency Data for ASN 2021-AEA-16905-OE

LOW FREQUENCY	HIGH FREQUENCY	FREQUENCY UNIT	ERP	ERP UNIT
6	7	GHz	55	dBW
6	7	GHz	42	dBW
10	11.7	GHz	55	dBW
10	11.7	GHz	42	dBW
17.7	19.7	GHz	55	dBW
17.7	19.7	GHz	42	dBW
21.2	23.6	GHz	55	dBW
21.2	23.6	GHz	42	dBW
614	698	MHz	1000	W
614	698	MHz	2000	W
698	806	MHz	1000	W
806	901	MHz	500	W
806	824	MHz	500	W
824	849	MHz	500	W
851	866	MHz	500	W
869	894	MHz	500	W
896	901	MHz	500	W
901	902	MHz	7	W
929	932	MHz	3500	W
930	931	MHz	3500	W
931	932	MHz	3500	W
932	932.5	MHz	17	dBW
935	940	MHz	1000	W
940	941	MHz	3500	W
1670	1675	MHz	500	W
1710	1755	MHz	500	W
1850	1910	MHz	1640	W
1850	1990	MHz	1640	W
1930	1990	MHz	1640	W
1990	2025	MHz	500	W
2110	2200	MHz	500	W
2305	2360	MHz	2000	W
2305	2310	MHz	2000	W
2345	2360	MHz	2000	W
2496	2690	MHz	500	W



May 25, 2022

Mr. Manuel Vicente
Homeland Towers, LLC
9 Harmony Street
Danbury, Connecticut 06810

RE: Homeland Towers, LLC
Granite Springs - Wetland Report

Dear Mr. Vicente:

You have requested that Kellard Sessions Consulting evaluate wetlands located on a parcel consisting of ±3.87 acres of land and located on the north side of Granite Springs Road in the Town of Yorktown. The property is identified on the Town of Yorktown Tax Map as Section 27.11, Block 1, Lot 33. The subject property is owned by the Town of Yorktown and is proposed to be developed with a 130-foot monopole tower, ancillary telecommunications equipment, gravel driveway, gravel compound area, fencing and retaining walls. The subject property is the vicinity of residential uses, undeveloped land and farmland.

The subject property has varied topography and generally slopes east to west with the highest elevation located in the northeast corner of the site. The property is wooded and contains Udorthents, wet substratum (Uc), Ridgebury loam, 3 to 8 percent slopes (RdB), Paxton fine sandy loam, 2 to 8 percent slopes (PnB) and Woodbridge loam, 0 to 3 percent slopes (Wda) soils.

The configuration of the parcel is referred to as a “flag lot” with the “flagpole” portion of the lot fronting on Granite Springs Road. The western side of the “flagpole” contains wetlands that are part of a larger wetland system located on the parcel to the west, also owned by the Town of Yorktown. On-site wetlands and watercourses are jurisdictional to the New York State Department of Environmental Conservation (NYSDEC) as Wetland A-13, the Army Corps of Engineers (ACOE), and the Town of Yorktown. On-site wetlands and watercourses were delineated by this office on November 9, 2021.

VEGETATION, SOILS AND HYDROLOGY

Red Maple trees dominate the wetland and wetland buffer; however, several Sugar Maple and Aspen trees are located adjacent to the wetland. Skunk Cabbage, Phragmites, Willow, Spice Bush, Dogbane, Honeysuckle, Sedges, Sensitive Fern, and Clearweed were found along the wetland boundary with Honeysuckle, Burning Bush, Virginia Creeper, Garlic Mustard, and some Poison Ivy dominating the upland area. Hydric soils within the wetland boundary were black (10YR 2/1) within the upper 4 inches, turning brown (10YR 4/3) with redox concentrations between 4 – 13 inches, turning dark gray (10 YR 4/1) with redox concentration below 13 inches. Hydrology indicators include observed water inundation, saturated soil, and exposed roots.

Mr. Manuel Vicente
May 25, 2022
Page 3

The below photograph was taken on-site during a May 18, 2022 site visit; the photo was taken from within the “flagpole” looking west:



JURISDICTION

As stated above, on-site wetlands are jurisdictional to the NYSDEC as Wetland A-13. Wetlands were delineated in accordance with the NYSDEC Freshwater Wetlands Delineation Manual, July 1995, and the boundary was verified as being accurate by Sarah Pawliczak of the NYSDEC on November 29, 2021. A fully executed NYSDEC Wetland Validation Map is on file. In addition to regulating the wetland property, the NYSDEC regulates a 100-foot Wetland Adjacent Area and disturbance within the Wetland Adjacent Area will require an Article 24 Freshwater Wetland Permit from the NYSDEC.

On-site wetlands are jurisdictional to the Town of Yorktown under Chapter 178, Freshwater Wetlands, of the Town Code. Wetlands were delineated in accordance with the Town’s definition of “Wetland/Freshwater Wetland” and the wetland boundary line was evaluated by the Town of Yorktown’s Wetland Consultant on March 2, 2022. The Town regulates a 100-foot wetland/watercourse buffer area and disturbance within the buffer may require a wetland permit from the Town of Yorktown.

Mr. Manuel Vicente
May 25, 2022
Page 4

On-site wetlands are jurisdictional to the ACOE and disturbance within the wetland proper would require a permit as issued by the ACOE; note that the ACOE does not regulate a wetland adjacent area or buffer area. On-site wetlands were delineated in accordance with the Corps of Engineers Wetland Delineation Manual, 1987, and its supplements. Provided no disturbance is proposed within the wetland proper, a permit from the ACOE would not be required.

The subject property is located within the New York City East of Hudson Watershed and, therefore, is subject to the Rules and Regulations of the New York City Department of Environmental Protection (NYCDEP). The NYCDEP prohibits the installation of a new impervious surface within 100-feet of a NYSDEC wetland or NYCDEP Jurisdictional Watercourse.

Enclosed are pictures of the on-site wetland taken from a recent site visit. Should you have any questions, please feel free to contact me.

Very truly yours,

Jan K. Johannessen

Jan K. Johannessen, AICP
Kellard Sessions Consulting

JKJ/gt

cc: Robert Gaudio, Esq.

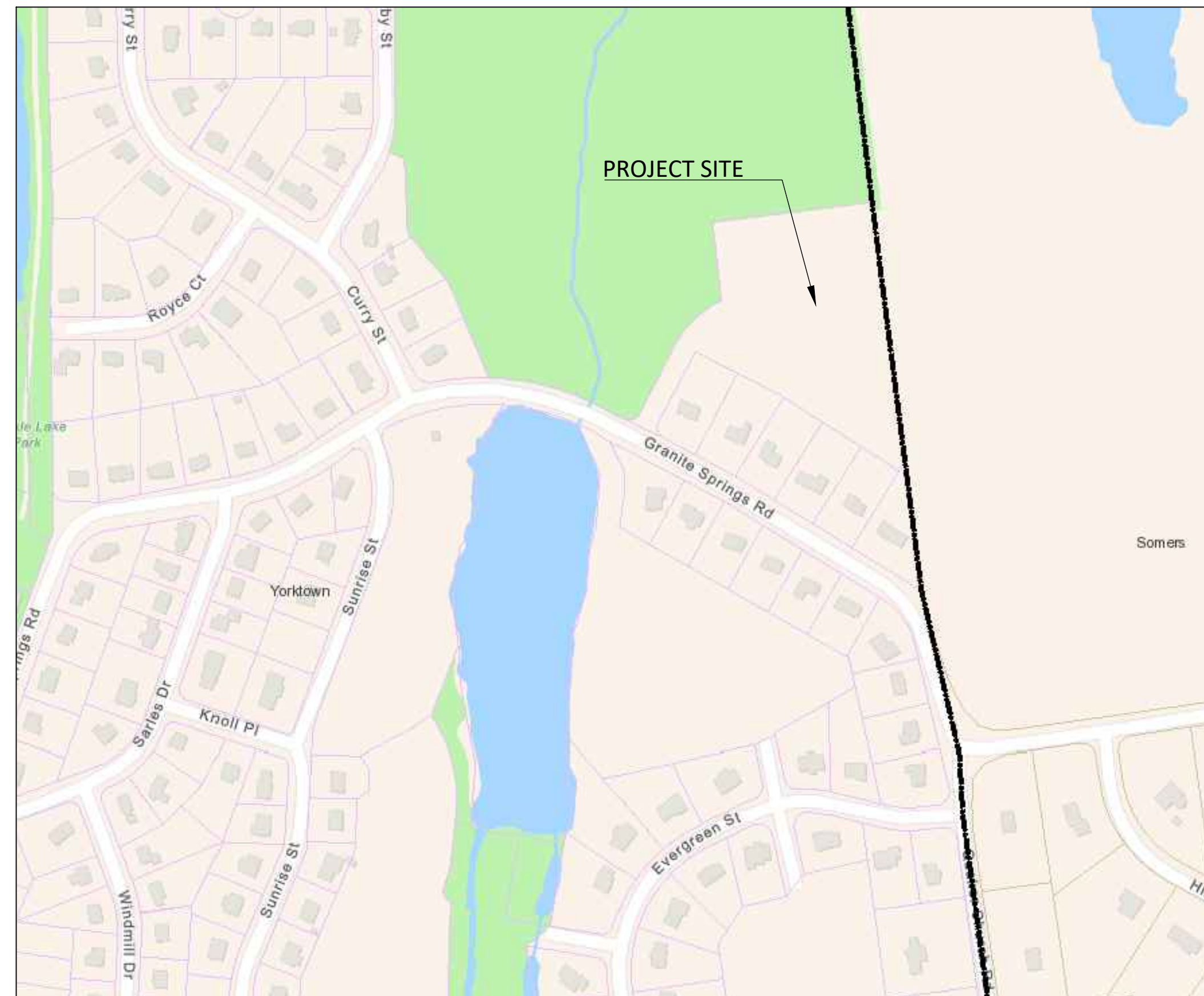
ZONING DRAWINGS

SITE NUMBER: NY578

SITE NAME: GRANITE SPRINGS

109 GRANITE SPRINGS ROAD
TOWN OF YORKTOWN
WESTCHESTER COUNTY, NY

DATE: FEBRUARY 16, 2022
REVISED: JUNE 20, 2022



LOCATION MAP
(N.T.S)

SITE DATA:

PROPOSED WORK: PROPOSED EMERGENCY SERVICES AND PUBLIC UTILITY WIRELESS TELECOMMUNICATIONS FACILITY INCLUDING THE INSTALLATION OF A 130' MONOPOLE WITH ANTENNAS AND ASSOCIATED EQUIPMENT WITHIN A PROPOSED FENCED MULTI-CARRIER WIRELESS EQUIPMENT COMPOUND

SITE ADDRESS: 109 GRANITE SPRINGS ROAD
YORKTOWN, NY 10598

PROPERTY OWNER: TOWN OF YORKTOWN
363 UNDERHILL AVE
YORKTOWN HEIGHTS, NY 10598

TOWER OWNER/APPLICANT: HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CT 06810

LATITUDE:

LONGITUDE:

LAT/LONG TYPE: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88)

GROUND ELEVATION: ± 503' AMSL

TOP OF PROPOSED MONOPOLE: ± 633' AMSL

JURISDICTION: TOWN OF YORKTOWN

COUNTY: WESTCHESTER COUNTY

TAX PARCEL: 27.11-1-33

LOT SIZE: 168,360.44 SF (3.87 ACRES)

ZONING DISTRICT: R1-20, ONE-FAMILY RESIDENTIAL

CURRENT USE: VACANT

PROJECT CONTACTS:

SITE PLANNER & CIVIL ENGINEER

KELLARD SESSIONS
KELLARD SESSIONS CONSULTING
ENGINEERING & LANDSCAPE
ARCHITECTURE PLANNING, D.P.C.
500 MAIN STREET
ARMONK, N.Y. 10504
WWW.KELSES.COM

P: (914) 273-2323
F: (914) 273-2329

APPLICANT

HOMELAND TOWERS

HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CT 06810
P: (203) 297-6345

ATTORNEY:

SNYDER & SNYDER, LLP
94 WHITE PLAINS ROAD
TARRYTOWN, NY 10591
(914) 333-0700

SURVEYOR:

NORTHEAST TOWER SURVEYING, INC.
140 WEST MAPLEMERE ROAD
WILLIAMSVILLE, NY 14221
(716) 548-2894

KELLARD SESSIONS CONSULTING DRAWINGS:

ZD-1 COVER SHEET
ZD-2 EXISTING CONDITIONS AND REMOVALS PLAN
ZD-3 SITE LAYOUT PLAN
ZD-4 GRADING, UTILITY AND SEDIMENT & EROSION CONTROL PLAN
ZD-5 TOWER ELEVATION
ZD-6 PROFILE
ZD-7 DETAILS AND NOTES

GENERAL CONSTRUCTION NOTES:

1. SURVEY INFORMATION TAKEN FROM A SURVEY ENTITLED "SITE SURVEY - NY578" PREPARED BY NORTHEAST TOWER SURVEYING, INC., DATED APRIL 15, 2021.
2. ALL CONDITIONS, LOCATIONS, AND DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED OF ANY DISCREPANCIES.
3. ALL CHANGES MADE TO THE PLANS SHALL BE APPROVED BY THE ENGINEER AND ANY SUCH CHANGES SHALL BE FILED AS AMENDMENTS TO THE ORIGINAL BUILDING PERMIT.
4. ALL WRITTEN DIMENSIONS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER ANY SCALED DIMENSIONS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REQUEST A "CODE 53 EXISTING UTILITY LOCATION" AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO CONSTRUCTION FOR UNDERGROUND UTILITY LOCATIONS. THE CONTRACTOR SHALL NOT PERFORM ANY EXCAVATION UNTIL ALL UTILITIES ARE LOCATED AND MARKED.
6. SUBSTRUCTURES AND THEIR ENCROACHMENTS BELOW GRADE, IF ANY, ARE NOT SHOWN. CONTRACTOR TO VERIFY ALL SUBSTRUCTURES ENCOUNTERED DURING CONSTRUCTION.
7. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING HIS BEST SKILL AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES TO BE COMPLETED IN ACCORDANCE WITH ALL APPLIANCE SAFETY CODES AND STANDARDS AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.
8. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER FOR THE ACTS AND OMISSIONS OF HIS EMPLOYEES, SUBCONTRACTORS, AND THEIR AGENTS AND EMPLOYEES, AND ANY OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.
9. ALL FILL MATERIAL SHALL BE CLEAN FILL AS PER THE BEDFORD TOWN CODE WHICH ONLY ALLOWS SOIL, GRAVEL, ROCK OR OTHER NATURAL MATERIAL TO BE DEPOSITED AS FILL. CONSTRUCTION AND DEMOLITION MATERIALS ARE NOT PERMITTED AS FILL.
10. THE TOWN OF YORKTOWN PROHIBITS THE REUSE OR USE OF CONCRETE, BRICK, ROCK, GLASS AND ASPHALT OR ANY UNNATURAL MATERIAL TO BE USED AS FILL.
11. THE CONTRACTOR SHALL MAINTAIN SAFE AND ADEQUATE VEHICLE AND PEDESTRIAN ACCESS TO ALL PROPERTIES AFFECTED BY THE WORK OF THIS PROJECT AT ALL TIMES TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE.

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THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME: GRANITE SPRINGS
SITE NUMBER: NY578
TAX PARCELS: 27.11-1-33

NOT FOR CONSTRUCTION

COVER SHEET

HOMELAND TOWER SITE NY578 -
GRANITE SPRINGS

TOWN OF YORKTOWN WESTCHESTER COUNTY, NEW YORK

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8.		ZD-1 ZD-7
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2.		
1.	JUNE 20, 2022: REVISE DRIVEWAY	
REVISIONS		PROJECT I.D.: YRHOMELAND900 DATE: FEBRUARY 16, 2022

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UNAUTHORIZED ADDITIONS, MODIFICATIONS AND / OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW

NYSDEC FRESHWATER WETLAND BOUNDARY VALIDATION

The freshwater wetland boundary as represented on these plans accurately depicts the limits of Freshwater Wetland A-13 as delineated by JAN JOHANNESSEN on NOVEMBER 9, 2021.

DEC Staff: SARAH PAWLICZAK 2/2/2022 Surveyor/Engineer:

Date Valid: 2/2/2022 Expiration Date: 2/2/2027 SEAL

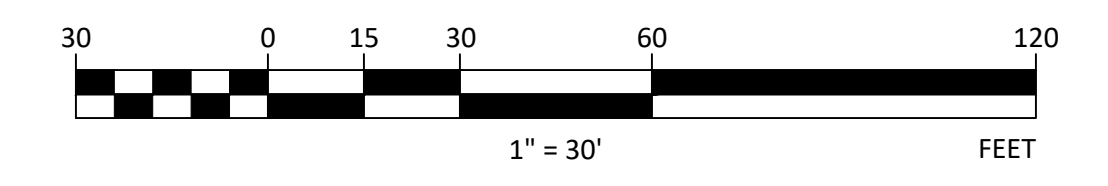


Wetland boundary delineations as validated by the New York State Department of Environmental Conservation remain valid for five (5) years unless existing exempt activities, area hydrology, or land use practices change (e.g., agricultural to residential). After five (5) years the boundary must be revalidated by DEC staff. Revalidation may include a new delineation and survey of the wetland boundary. Any proposed construction, grading, filling, excavating, clearing or other regulated activity in the freshwater wetland or within 100 feet of the wetland boundary as depicted on this plan requires a permit from the NYS Department of Environmental Conservation under Article 24 of the Environmental Conservation Law (Freshwater Wetlands Act) prior to commencement of work.

LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING NYSDEC WETLAND LINE
- EXISTING NYSDEC 100' WETLAND ADJACENT AREA
- PORTION OF EXISTING WALL TO BE REMOVED

- NOTES:**
- SURVEY INFORMATION TAKEN FROM A SURVEY ENTITLED "SITE SURVEY - NY578" PREPARED BY NORTHEAST TOWERS INC., APRIL 15, 2021.
 - HOMELAND TOWERS SITE NY578.
 - ON-SITE WETLANDS WERE DELINEATED BY JAN JOHANNESSEN OF KELLARD SESSIONS CONSULTING, DPC, ON NOVEMBER 9, 2021 AND FIELD VERIFIED BY SARAH PAWLICZAK OF THE NYSDEC ON NOVEMBER 29, 2021 AND BY THE TOWN OF YORKTOWN ON MARCH 2, 2022.
- GENERAL SITE NOTES:**
- SUBJECT PROPERTY IS KNOWN AS SECTION 27.11, BLOCK 1, LOTS 33 AS SHOWN ON A TAX PARCEL MAP GENERATED BY WESTCHESTER COUNTY GEOGRAPHIC INFORMATION SYSTEMS.
 - ZONING CLASSIFICATION: R1-20, ONE-FAMILY RESIDENTIAL
 - APPLICANT: HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CONNECTICUT 06810
- PROPERTY OWNER: TOWN OF YORKTOWN
363 UNDERHILL AVE
YORKTOWN HEIGHTS, NY 10598
- THE PROPOSED USE IS FOR EMERGENCY SERVICE AND PUBLIC UTILITY WIRELESS TELECOMMUNICATIONS. THE SITE IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY AND, THEREFORE, POTABLE WATER SUPPLY AND SANITARY SEWER FACILITIES ARE NOT REQUIRED OR PROPOSED.
 - THE FACILITY SHALL BE VISITED ON AVERAGE, ONCE A MONTH FOR MAINTENANCE AND SHALL BE CONTINUOUSLY MONITORED FROM A REMOTE FACILITY 24 HOURS A DAY, 7 DAYS A WEEK.
 - THE APPLICANT'S EQUIPMENT IS REMOTELY OPERATED AND CONTROLLED AND, AS SUCH, IS NORMALLY UNMANNED. COMPUTERIZED EQUIPMENT AND FACILITY ALARM SYSTEMS CONTINUOUSLY MONITOR AN EXTENSIVE NUMBER OF OPERATIONAL AND SHELTER FUNCTIONS.
 - THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR ANY ASPECT OF THE USE.
 - THE PROPOSED FACILITY IS UNMANNED AND WILL NOT GENERATE SIGNIFICANT NOISE, DUST, FUMES, ODORS OR VIBRATIONS.
 - ANY LIGHTING PROPOSED BY TENANT/CARRIER EQUIPMENT SPECIFICATIONS SHALL BE CONTROLLED BY A MANUAL TIMER AND NOT SPILL ONTO ADJACENT PROPERTIES.
 - THERE SHALL BE NO TOWER MOUNTED LIGHTING.



NOT FOR CONSTRUCTION

EXISTING CONDITIONS AND REMOVALS
PLAN
HOMELAND TOWER SITE NY578 -
GRANITE SPRINGS

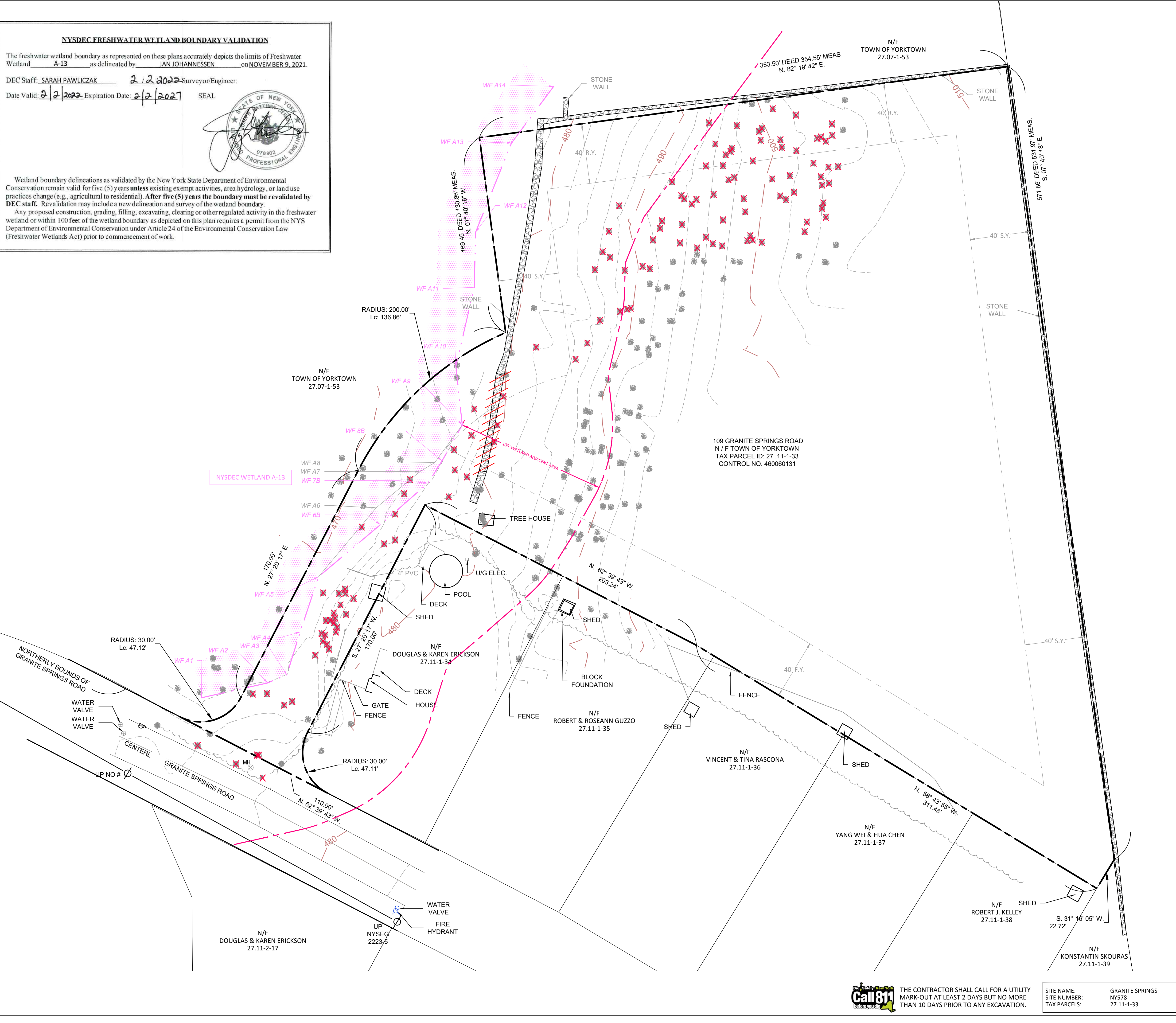
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3.		YRHOMELAND900
2.		DATE:
1.	JUNE 20, 2022; REVISE DRIVEWAY	FEBRUARY 16, 2022
REVISIONS		



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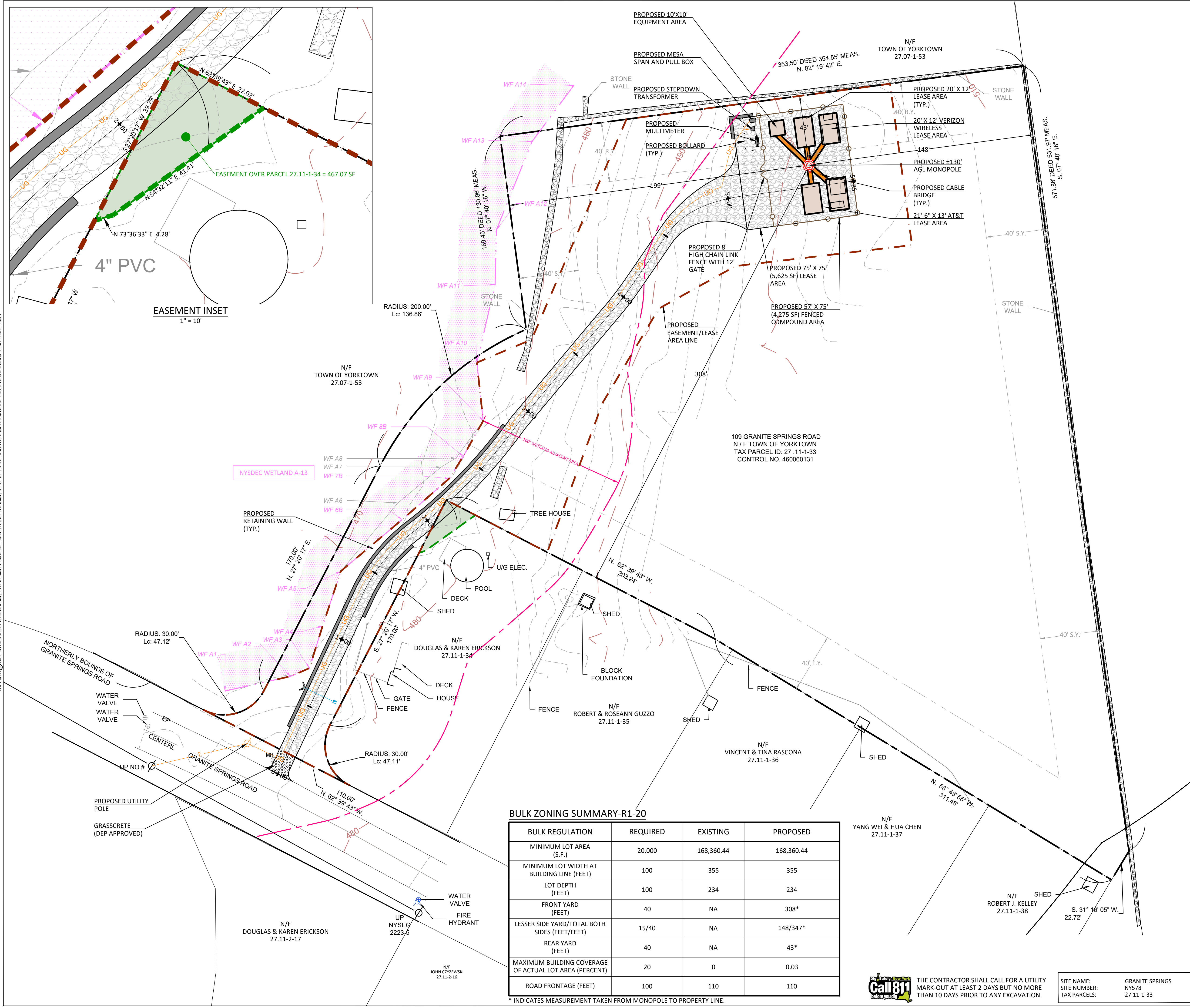
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THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME: GRANITE SPRINGS
SITE NUMBER: NY578
TAX PARCELS: 27.11-1-33

UNAUTHORIZED ADDITIONS, MODIFICATIONS AND / OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW

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LEGEND

- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR
- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- EDGE OF PAVEMENT
- EXISTING NYSDEC WETLAND LINE
- EXISTING NYSDEC 100' WETLAND ADJACENT AREA
- PROPOSED DRIVE
- GRASSCRETE APRON
- PROPOSED RETAINING WALL
- PROPOSED OVERHEAD ELECTRIC UTILITY
- PROPOSED UNDERGROUND ELECTRIC UTILITY
- PROPOSED EASEMENT/LEASE AREA WITH THE TOWN OF YORKTOWN
- ACCESS EASEMENT OVER PARCEL 27.11-1-34
- TEMPORARY CONSTRUCTION EASEMENT OVER PARCEL 27.11-1-34

NOTES:

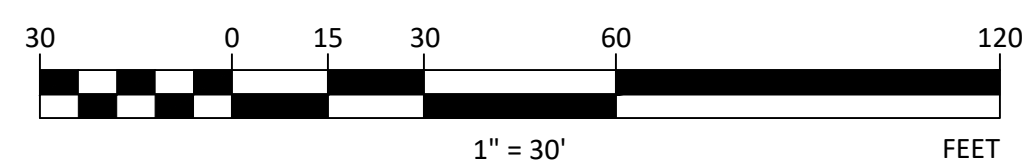
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GENERAL SITE NOTES:

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- APPLICANT: HOMELAND TOWERS, LLC
9 HARMONY STREET, 2ND FLOOR
DANBURY, CONNECTICUT 06810

PROPERTY OWNER: TOWN OF YORKTOWN
363 UNDERHILL AVE
YORKTOWN HEIGHTS, NY 10598

- THE PROPOSED USE IS FOR EMERGENCY SERVICE AND PUBLIC UTILITY WIRELESS TELECOMMUNICATIONS. THE SITE IS NOT INTENDED FOR PERMANENT EMPLOYEE OCCUPANCY AND, THEREFORE, POTABLE WATER SUPPLY AND SANITARY SEWER FACILITIES ARE NOT REQUIRED OR PROPOSED.
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- THERE SHALL BE NO TOWER MOUNTED LIGHTING.



BULK ZONING SUMMARY-R1-20

BULK REGULATION	REQUIRED	EXISTING	PROPOSED
MINIMUM LOT AREA (S.F.)	20,000	168,360.44	168,360.44
MINIMUM LOT WIDTH AT BUILDING LINE (FEET)	100	355	355
LOT DEPTH (FEET)	100	234	234
FRONT YARD (FEET)	40	NA	308*
LESSER SIDE YARD/TOTAL BOTH SIDES (FEET/FEET)	15/40	NA	148/347*
REAR YARD (FEET)	40	NA	43*
MAXIMUM BUILDING COVERAGE OF ACTUAL LOT AREA (PERCENT)	20	0	0.03
ROAD FRONTAGE (FEET)	100	110	110

* INDICATES MEASUREMENT TAKEN FROM MONOPOLE TO PROPERTY LINE.

NOT FOR CONSTRUCTION

SITE LAYOUT PLAN

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN WESTCHESTER COUNTY, NEW YORK

KELLARD SESSIONS

CONSULTING ENGINEERING & LANDSCAPE ARCHITECTURE PLANNING, D.P.C.

500 MAIN STREET
ARMONK, N.Y. 10504

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3.		YRHOMELAND900
2.		DATE:
1.	JUNE 20, 2022; REVISE DRIVEWAY	FEBRUARY 16, 2022
	REVISIONS	

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THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

SITE NAME: GRANITE SPRINGS
SITE NUMBER: NY578
TAX PARCELS: 27.11-1-33

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LEGEND

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- GRASSCRETE APRRON
- PROPOSED RETAINING WALL
- PROPOSED SILT FENCE
- PROPOSED OVERHEAD ELECTRIC UTILITY
- PROPOSED UNDERGROUND ELECTRIC UTILITY
- PROPOSED DRAINAGE INLET WITH PROTECTION
- PROPOSED DRAINAGE OUTLET
- PROPOSED DRAINAGE PIPE
- LIMIT OF DISTURBANCE ±26,639 SF
- TEMPORARY CONSTRUCTION EASEMENT OVER PARCEL 27.11-1-34

N/F TOWN OF YORKTOWN 27.07-1-53

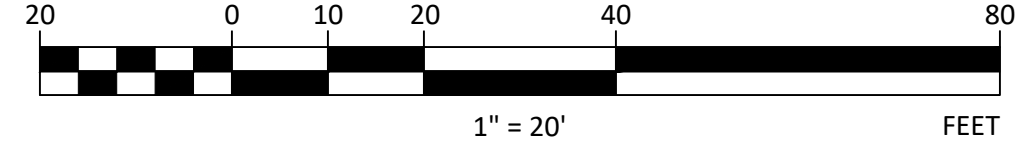
RADIUS: 200.00' Lc: 136.86'

169.45' DEED 130.86' MEAS. N. 07° 40' 16" W.

109 GRANITE SPRINGS ROAD N/F TOWN OF YORKTOWN TAX PARCEL ID: 27.11-1-33 CONTROL NO. 460060131

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NOT FOR CONSTRUCTION

GRADING, UTILITY AND SEDIMENT & EROSION CONTROLS PLAN
HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

TOWN OF YORKTOWN WESTCHESTER COUNTY, NEW YORK

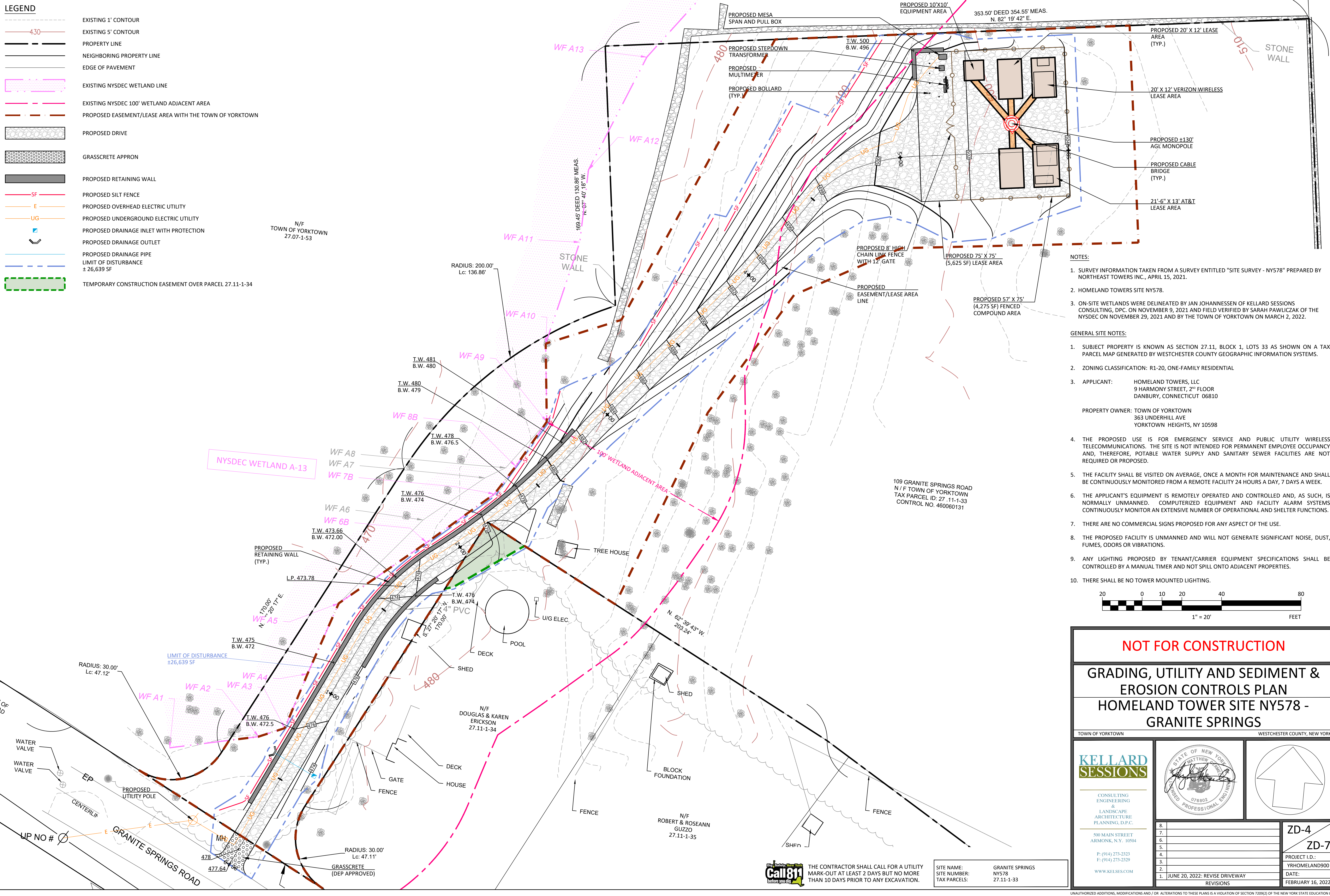
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1.	JUNE 20, 2022; REVISE DRIVEWAY	FEBRUARY 16, 2022
REVISIONS		



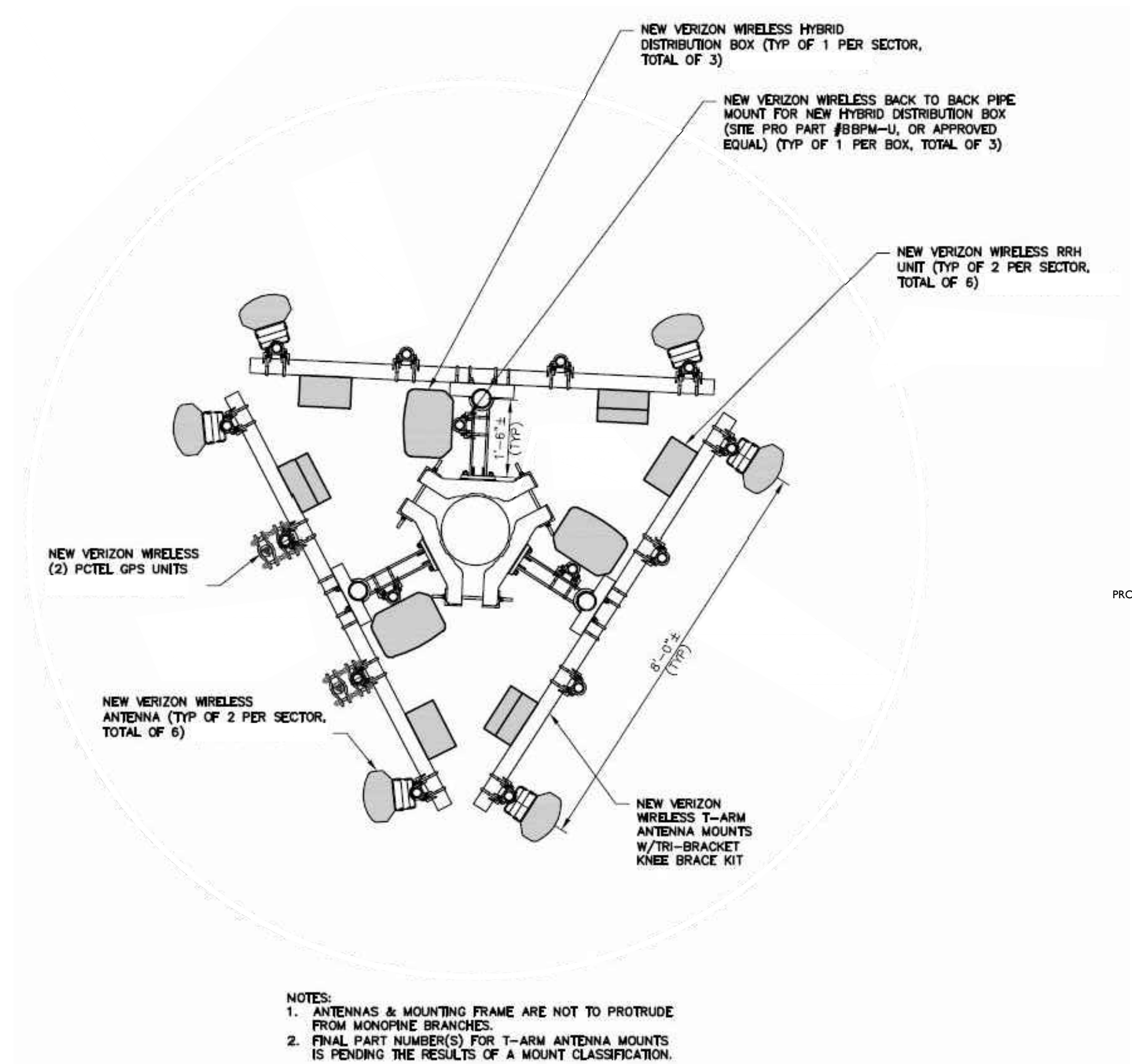
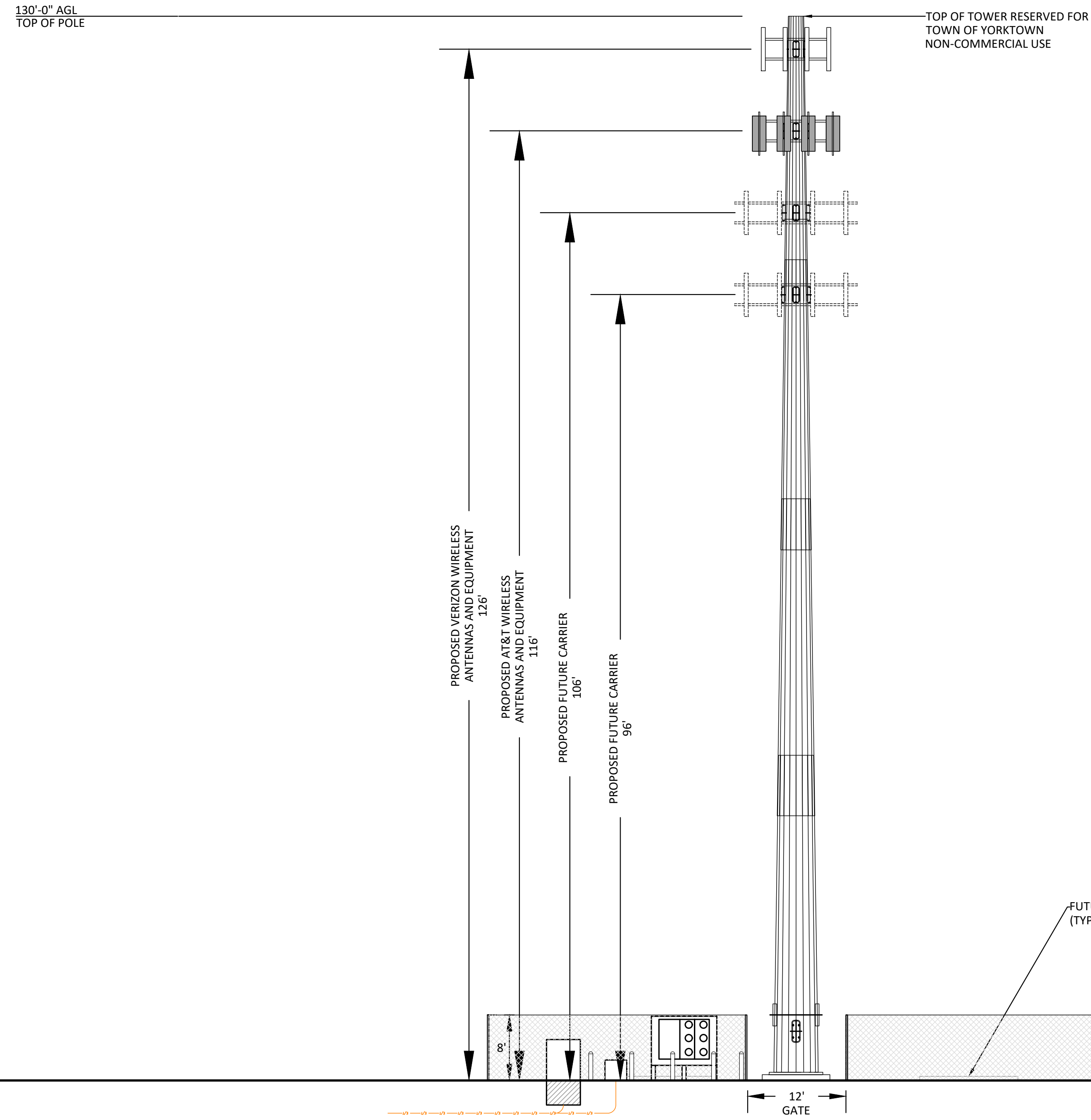
Call 811 before you dig

THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.

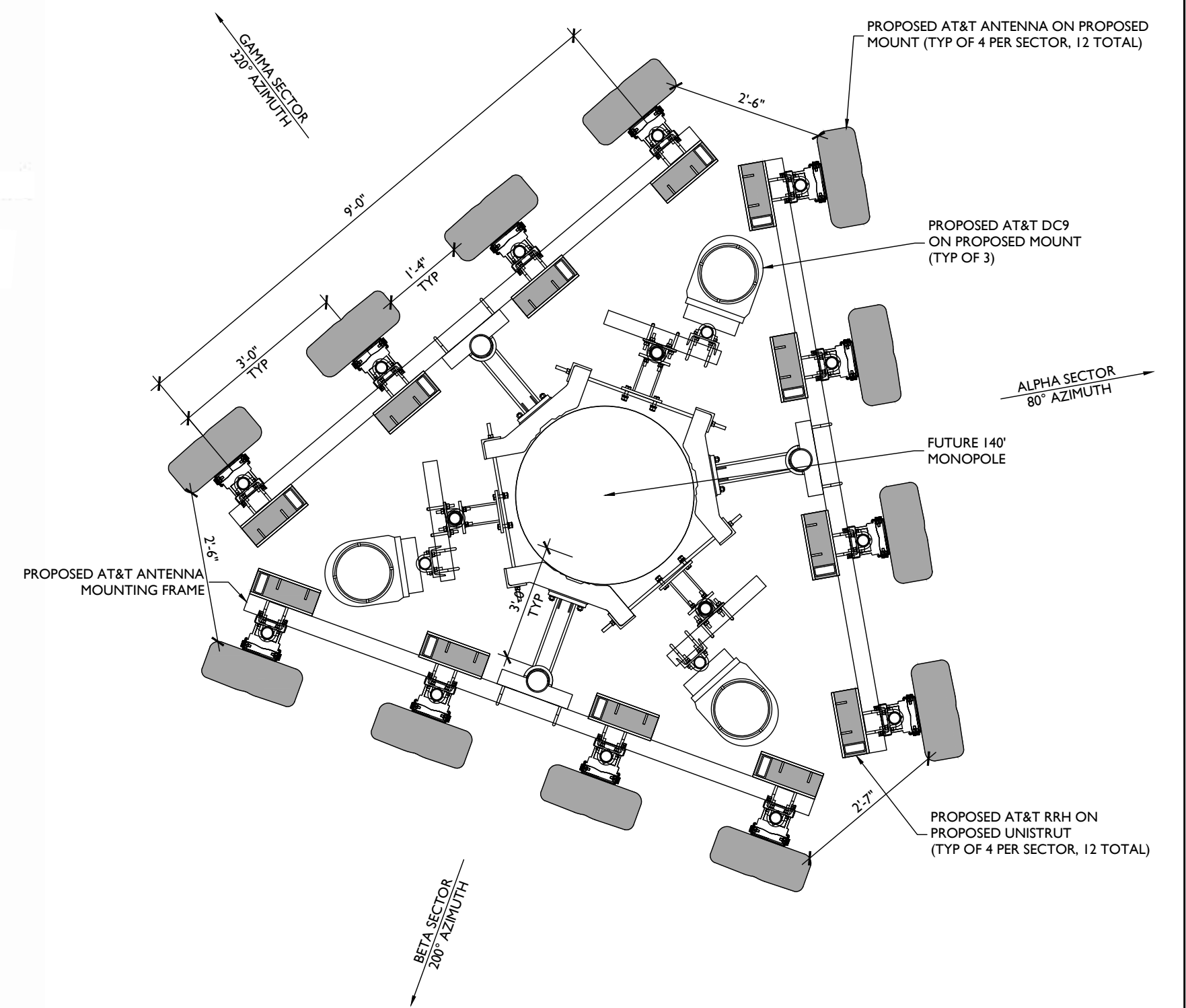
SITE NAME: GRANITE SPRINGS NY578
SITE NUMBER: 27.11-1-33
TAX PARCELS:

UNAUTHORIZED ADDITIONS, MODIFICATIONS AND / OR ALTERATIONS TO THESE PLANS IS A VIOLATION OF SECTION 7209(2) OF THE NEW YORK STATE EDUCATION LAW

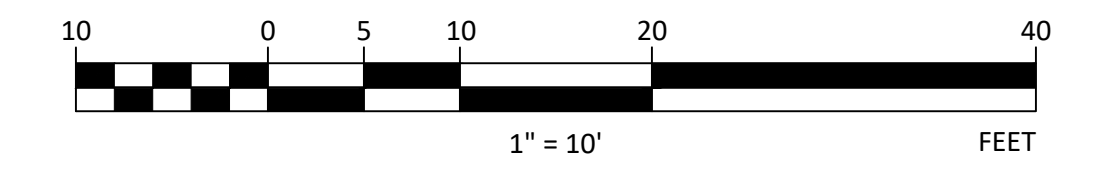
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TYPICAL VERIZON ANTENNA LAYOUT DETAIL (N.T.S.)



TYPICAL AT&T ANTENNA LAYOUT DETAIL (N.T.S.)



NOT FOR CONSTRUCTION

**TOWER ELEVATION
HOMELAND TOWER SITE NY578 -
GRANITE SPRINGS**

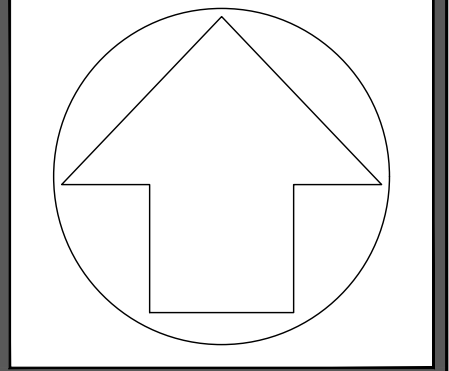
TOWN OF YORKTOWN WESTCHESTER COUNTY, NEW YORK

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8.		ZD-5
7.		
6.		ZD-7
5.		
4.		PROJECT I.D.:
3.		YRHOMELAND900
2.		DATE:
1.	JUNE 20, 2022: REVISE DRIVEWAY	FEBRUARY 16, 2022
REVISIONS		

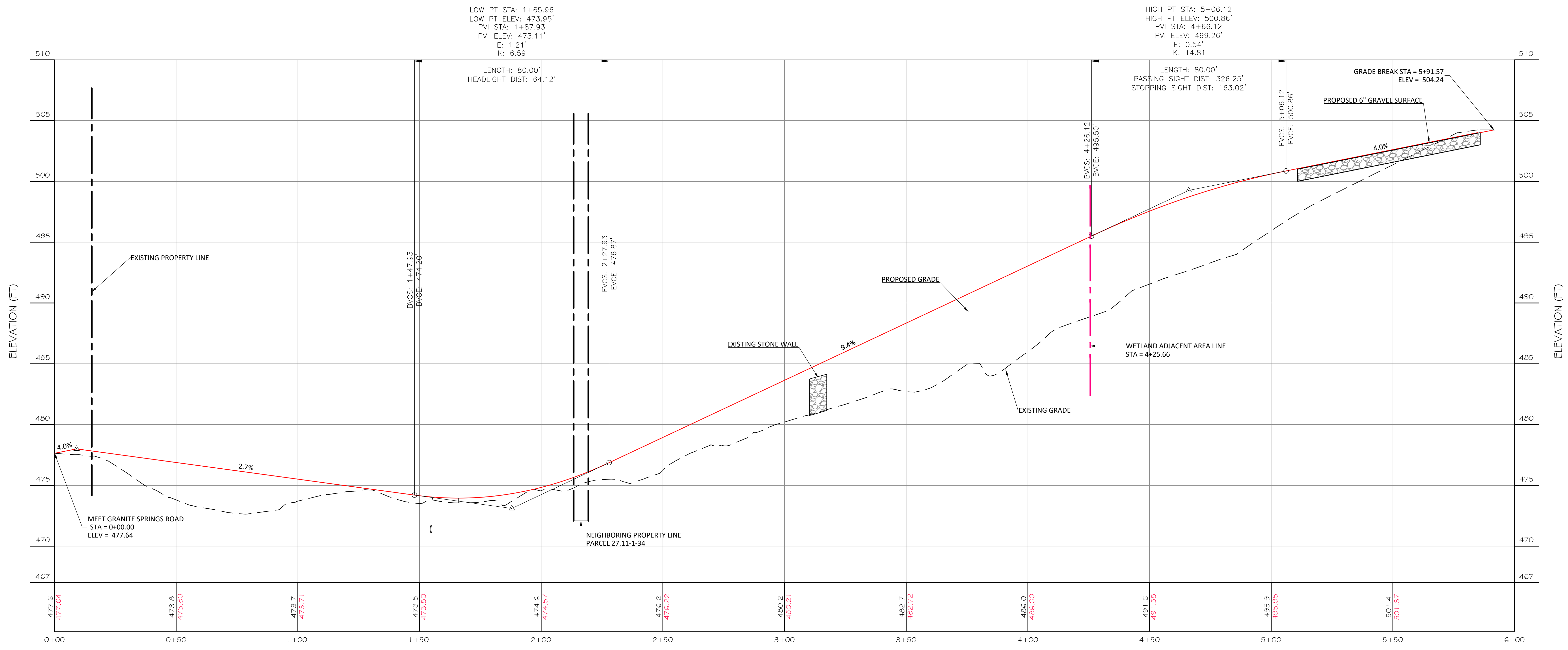
Call 811
before you dig

THE CONTRACTOR SHALL CALL FOR A UTILITY
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SITE NAME:	GRANITE SPRINGS
SITE NUMBER:	NY578
TAX PARCELS:	27.11-1-33

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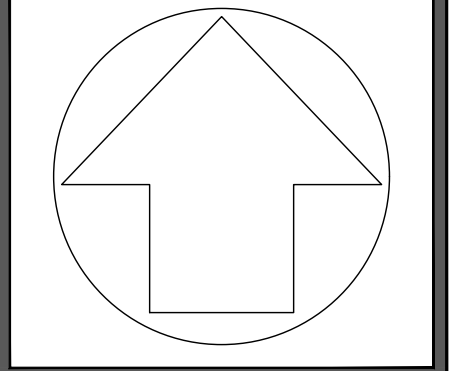
PROFILE SCALE:
 HORIZ: 1"=20'
 VERT: 1"=4'

NOT FOR CONSTRUCTION

PROFILE

HOMELAND TOWER SITE NY578 - GRANITE SPRINGS

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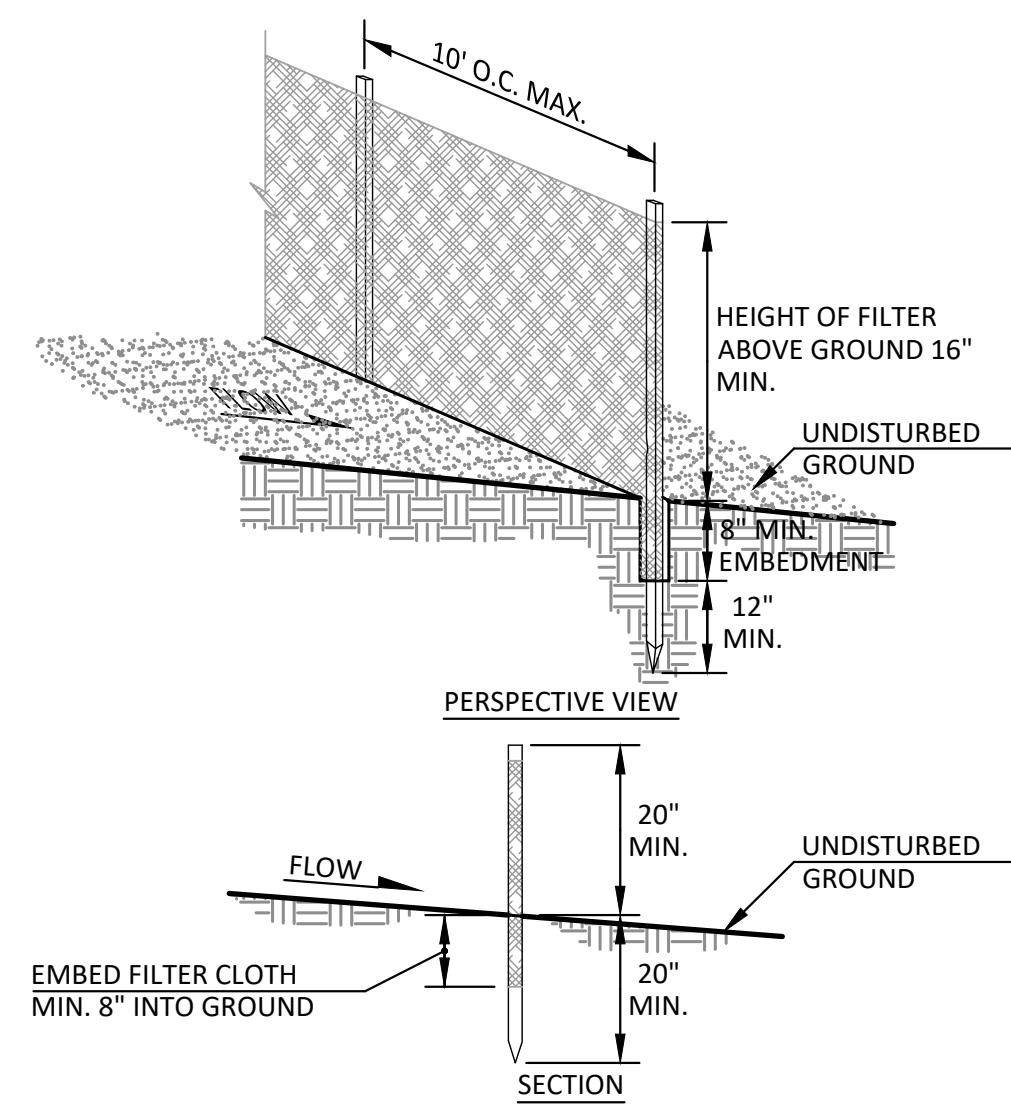
8.		ZD-6 ZD-7
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3.		PROJECT I.D.:
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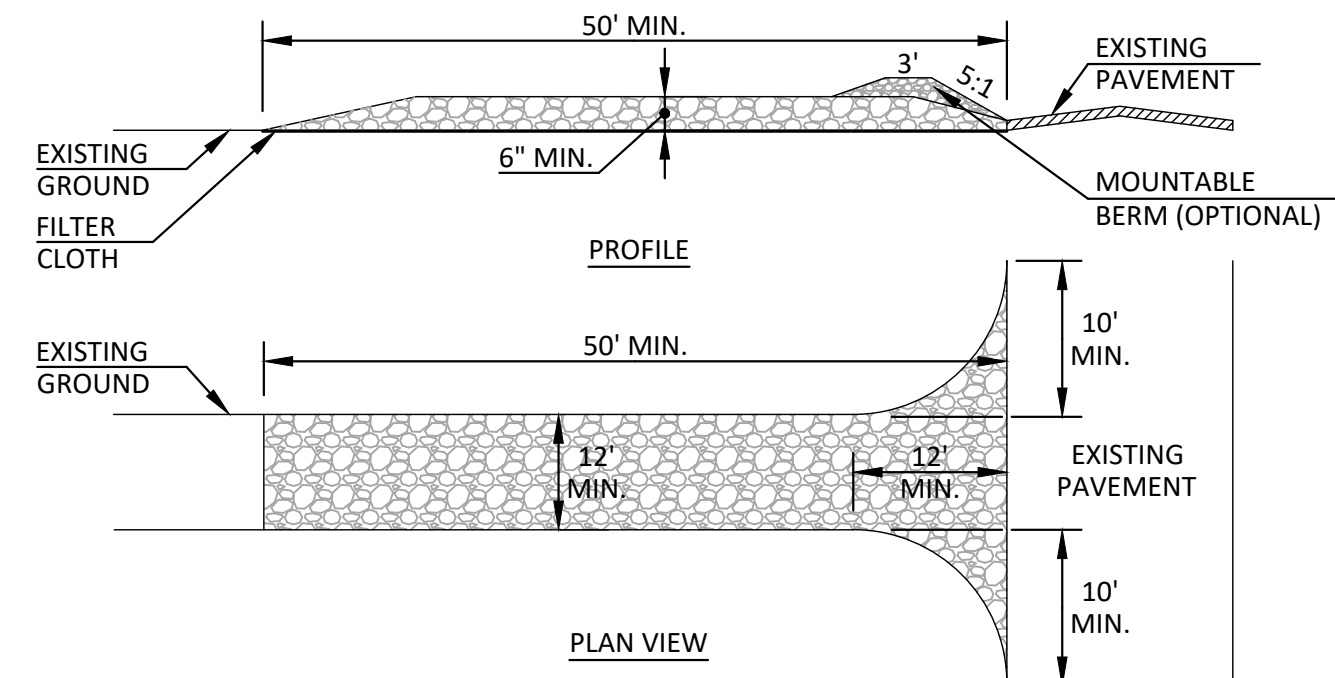
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SILT FENCE DETAIL (N.T.S.)



STABILIZED CONSTRUCTION ENTRANCE DETAIL (N.T.S.)



EROSION AND SEDIMENT CONTROL PLAN

ALL PROPOSED SOIL EROSION AND SEDIMENT CONTROL PRACTICES HAVE BEEN DESIGNED IN ACCORDANCE WITH THE FOLLOWING PUBLICATIONS:

- NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL, LATEST EDITION
- NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (NYSDEC) SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITY (GP-0-20-001)
- TOWN CODE OF YORKTOWN CHAPTER 248 "STORMWATER MANAGEMENT AND EROSION AND SEDIMENT CONTROL"

THE PRIMARY AIM OF THE SOIL EROSION AND SEDIMENT CONTROL PLAN IS TO REDUCE SOIL EROSION FROM AREAS STRIPPED OF VEGETATION DURING CONSTRUCTION AND TO PREVENT SILT FROM REACHING THE DRAINAGE STRUCTURES, WETLAND SYSTEMS, WATERCOURSES, WATERBODIES AND DOWNSTREAM PROPERTIES. THE SEDIMENT AND EROSION CONTROL PLAN IS AN INTEGRAL COMPONENT OF THE CONSTRUCTION PHASING AND PROJECT SEQUENCING AND WILL BE IMPLEMENTED TO CONTROL SEDIMENT AND RE-ESTABLISH VEGETATION AS SOON AS PRACTICABLE. THE PLAN WILL BE IMPLEMENTED PRIOR TO THE COMMENCEMENT OF ANY EARTHMOVING ACTIVITIES AND WILL BE MAINTAINED THROUGH THE DURATION OF THE PROJECT.

A COPY OF THE CONTRACTOR CERTIFICATION FORM IS PROVIDED IN STORMWATER POLLUTION PREVENTION PLAN SECTION A. THIS FORM WILL BE SIGNED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITY. EACH CONTRACTOR AND SUBCONTRACTOR SHALL IDENTIFY AT LEAST ONE (1) PERSON FROM THEIR COMPANY THAT WILL BE RESPONSIBLE FOR IMPLEMENTATION OF THE SWPPP. THIS PERSON SHALL BE KNOWN AS THE TRAINED CONTRACTOR. THE TRAINED CONTRACTOR SHALL BE ON SITE ON A DAILY BASIS WHEN SOIL DISTURBANCE ACTIVITIES ARE BEING PERFORMED. THE TRAINED CONTRACTOR MUST RECEIVE FOUR (4) HOURS OF NYSDEC ENDORSED TRAINING IN PROPER EROSION AND SEDIMENT CONTROL PRINCIPLES FROM A SOIL AND WATER CONSERVATION DISTRICT, OR OTHER NYSDEC ENDORSED ENTITY. THE TRAINED CONTRACTOR MUST RECEIVE FOUR (4) HOURS OF TRAINING EVERY THREE (3) YEARS. THE TRAINED CONTRACTOR SHALL INSPECT THE EROSION AND SEDIMENT CONTROL PRACTICES AND POLLUTION PREVENTION MEASURES IMPLEMENTED WITHIN THE CONSTRUCTION AREA ON A DAILY BASIS TO ENSURE THAT THEY ARE BEING MAINTAINED IN EFFECTIVE OPERATING CONDITIONS AT ALL TIMES. IF DEFICIENCIES ARE IDENTIFIED BY THE TRAINED CONTRACTOR, THE CONTRACTOR SHALL BEGIN IMPLEMENTING CORRECTIVE ACTIONS WITHIN ONE (1) BUSINESS DAY AND SHALL COMPLETE THE CORRECTIVE ACTIONS IN A REASONABLE TIME FRAME.

THE OWNER/OPERATOR SHALL MAINTAIN AT THE CONSTRUCTION SITE A COPY OF THE NYSDEC SPDES GENERAL PERMIT FOR STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, GP-0-20-001, THE NOTICE OF INTENT (NOI), THE NOI ACKNOWLEDGMENT LETTER, THE STORMWATER POLLUTION PREVENTION PLAN REPORT, THE M54 SWPPP ACCEPTANCE FORM AND INSPECTION REPORTS FROM THE TRAINED CONTRACTOR INSPECTOR UNTIL ALL DISTURBED AREAS HAVE ACHIEVED FINAL STABILIZATION AND THE NOTICE OF TERMINATION (NOTI) HAS BEEN FILED WITH THE NYSDEC.

THE PROPOSED SOIL EROSION AND SEDIMENT CONTROL DEVICES INCLUDE THE PLANNED EROSION CONTROL PRACTICES OUTLINED BELOW. MAINTENANCE PROCEDURES FOR EACH EROSION CONTROL PRACTICE ARE ALSO PROVIDED HEREIN. THE OWNER OR OPERATOR MUST ENSURE THAT ALL EROSION AND SEDIMENT CONTROL PRACTICES IDENTIFIED HEREIN ARE MAINTAINED IN EFFECTIVE OPERATING CONDITION AT ALL TIMES.

STABILIZED CONSTRUCTION ENTRANCE

A STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSTALLED AT THE PROJECT ENTRANCE AS INDICATED ON THE PLANS. THE PURPOSE OF THE STABILIZED CONSTRUCTION ENTRANCE IS TO PREVENT VEHICLES LEAVING THE SITE FROM TRACKING SEDIMENT, MUD OR ANY OTHER CONSTRUCTION-RELATED MATERIALS FROM THE SITE ONTO OFF SITE ROADS.

MAINTENANCE/INSPECTION

STABILIZED CONSTRUCTION ENTRANCE SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS. THE CONTRACTOR SHALL MAINTAIN THE CONSTRUCTION ENTRANCE IN A MANNER WHICH PREVENTS OR SIGNIFICANTLY REDUCES THE TRACKING OF SEDIMENT/SOIL OFF SITE. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION ENTRANCE DAILY AND AFTER EACH RAIN EVENT FOR DISPLACEMENT OR LOSS OF AGGREGATE. THE CONTRACTOR SHALL TOP-DRESS THE CONSTRUCTION ENTRANCE WHEN DISPLACEMENT/LOSS OF AGGREGATE OCCURS, OR IF THE AGGREGATE BECOMES LOGGED OR SILTED TO THE EXTENT THAT THE ENTRANCE CAN NO LONGER PERFORM ITS INTENDED FUNCTION. THE CONTRACTOR SHALL INSPECT THE VICINITY OF THE CONSTRUCTION ENTRANCE SEVERAL TIMES A DAY AND IMMEDIATELY REMOVE ANY SEDIMENT DROPPED OR WASHED ONTO OFF SITE ROADS.

SILT FENCE

SILT FENCE (GEOTEXTILE FILTER CLOTH) SHALL BE PLACED IN LOCATIONS DEPICTED ON THE APPROVED PLANS. THE PURPOSE OF THE SILT FENCE IS TO REDUCE THE VELOCITY OF SEDIMENT-LADEN STORMWATER FROM SMALL DRAINAGE AREAS AND TO INTERCEPT THE TRANSPORTED SEDIMENT LOAD. IN GENERAL, SILT FENCE SHALL BE USED AT THE DOWN-GRADIENT PERIMETER OF DISTURBED AREAS, TOE OF SLOPES OR INTERMEDIATELY WITHIN SLOPES WHERE OBVIOUS CHANNEL CONCENTRATION OF STORMWATER IS NOT PRESENT. SILT FENCE SHALL ALWAYS BE INSTALLED PARALLEL TO THE CONTOURS IN ORDER TO PREVENT CONCENTRATED FLOWS FROM DEVELOPING ALONG THE SILT FENCE.

MAINTENANCE/INSPECTION

SILT FENCING SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS. INSPECTIONS SHALL INCLUDE ENSURING THAT THE FENCE MATERIAL IS TIGHTLY SECURED TO THE WOOD POSTS. IN ADDITION, OVERLAPPING FILTER FABRIC SHALL BE SECURE AND THE FABRIC SHALL BE MAINTAINED A MINIMUM OF SIX (6) INCHES BELOW GRADE. IN THE EVENT THAT ANY "BULGES" DEVELOP IN THE FENCE, THAT SECTION OF FENCE SHALL BE REPLACED IMMEDIATELY WITH A NEW FENCE SECTION. ANY VISIBLE SEDIMENT BUILD-UP AGAINST THE FENCE SHALL BE REMOVED IMMEDIATELY AND DEPOSITED ON-SITE A MINIMUM OF 100 FEET OUTSIDE OF ANY REGULATED WETLAND AREA, WATERCOURSE OR WATERBODY.

SOIL/MATERIAL STOCKPILING

ALL SOIL/MATERIAL STRIPPED FROM THE CONSTRUCTION AREA DURING GRUBBING AND GRADING SHALL BE STOCKPILED WITHIN THE VICINITY OF THE LOCATIONS ILLUSTRATED ON THE APPROVED PLANS, OR IN PRACTICAL LOCATIONS ON-SITE.

MAINTENANCE/INSPECTION

ALL STOCKPILES SHALL BE INSPECTED A MINIMUM OF ONCE EVERY SEVEN (7) CALENDAR DAYS FOR SIGNS OF EROSION OR PROBLEMS WITH SEED ESTABLISHMENT. SOIL STOCKPILES SHALL BE PROTECTED FROM EROSION BY VEGETATING THE STOCKPILE WITH A RAPIDLY-GERMINATING GRASS SEED AND SURROUNDED WITH SILT FENCE. IF THE PROJECT IS ONGOING DURING THE NON-GROWING SEASON, THE STOCKPILES SHALL BE PROTECTED WITH A TARPULIN COVERING THE ENTIRE STOCKPILE.

GENERAL LAND GRADING

THE APPLICANT/DEVELOPER OR THEIR REPRESENTATIVES SHALL BE ON-SITE AT ALL TIMES WHEN CONSTRUCTION OR GRADING ACTIVITY TAKES PLACE AND SHALL INSPECT AND DOCUMENT THE EFFECTIVENESS OF ALL SEDIMENT AND EROSION CONTROL PRACTICES.

THE INTENT OF THE EROSION CONTROLS IS TO CONTROL ALL DISTURBED AREAS, SUCH THAT SOILS ARE PROTECTED FROM EROSION BY TEMPORARY METHODS AND, ULTIMATELY BY PERMANENT VEGETATION.

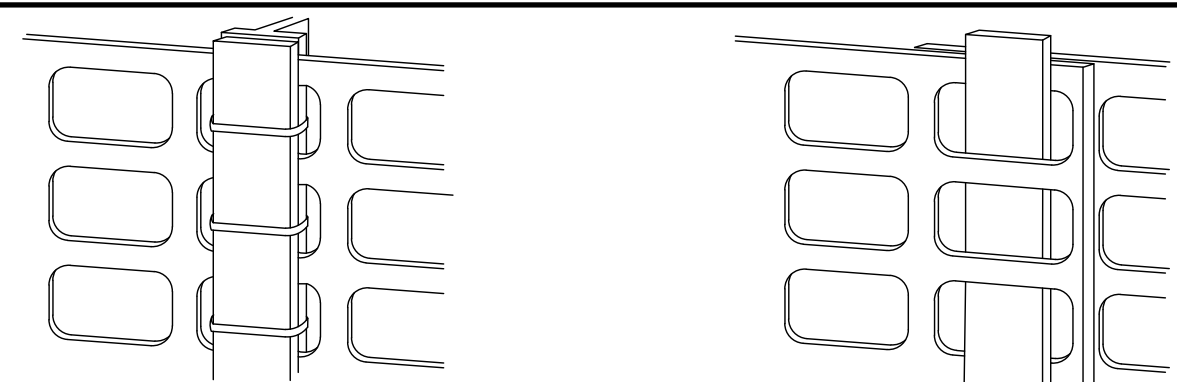
DUST CONTROL

WHERE VEGETATIVE OR MULCH COVER IS NOT PRACTICAL IN DISTURBED AREAS OF THE SITE, DUST SHALL BE CONTROLLED BY THE USE OF WATER SPRINKLING. THE SURFACE SHALL BE SPRAYED UNTIL WET. DUST CONTROL SHALL CONTINUE UNTIL SUCH TIME AS THE ENTIRE SITE IS ADEQUATELY STABILIZED WITH PERMANENT VEGETATIVE COVER.

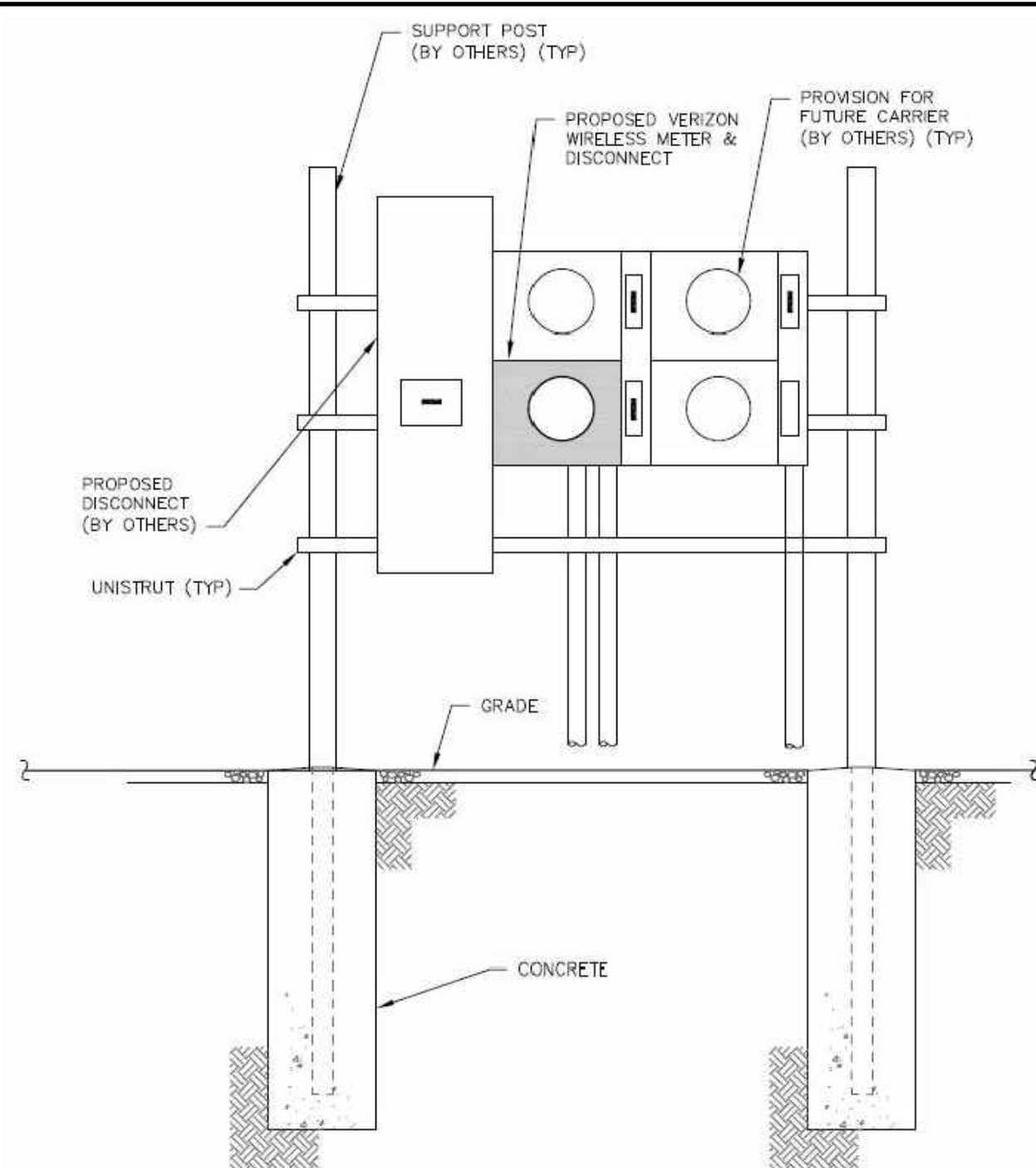
POLLUTION PREVENTION MEASURES FOR CONSTRUCTION RELATED ACTIVITIES

POLLUTION PREVENTION PRACTICES FOR PREVENTING LITTER, CONSTRUCTION CHEMICALS (IF APPLICABLE) AND CONSTRUCTION DEBRIS FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGE INCLUDE DAILY PICKUP OF CONSTRUCTION DEBRIS, INSPECTION, AND PHYSICAL CONTROLS SUCH AS SILT FENCING. INSPECTIONS WILL ALSO BE CONDUCTED TO INSURE THAT DUST CONTROL MEASURES ARE UTILIZED AS NECESSARY. DURING CONSTRUCTION, MAINTENANCE, CONSTRUCTION AND WASTE MATERIALS WILL BE STORED WITHIN SUITABLE AREAS/DUMPSTERS, AS APPROPRIATE, TO MINIMIZE THE EXPOSURE OF THE MATERIALS TO STORMWATER AND SPILL PREVENTION. ALL MAINTENANCE AND CONSTRUCTION WASTE WILL BE DISPOSED OF IN A SAFE MANNER IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS.

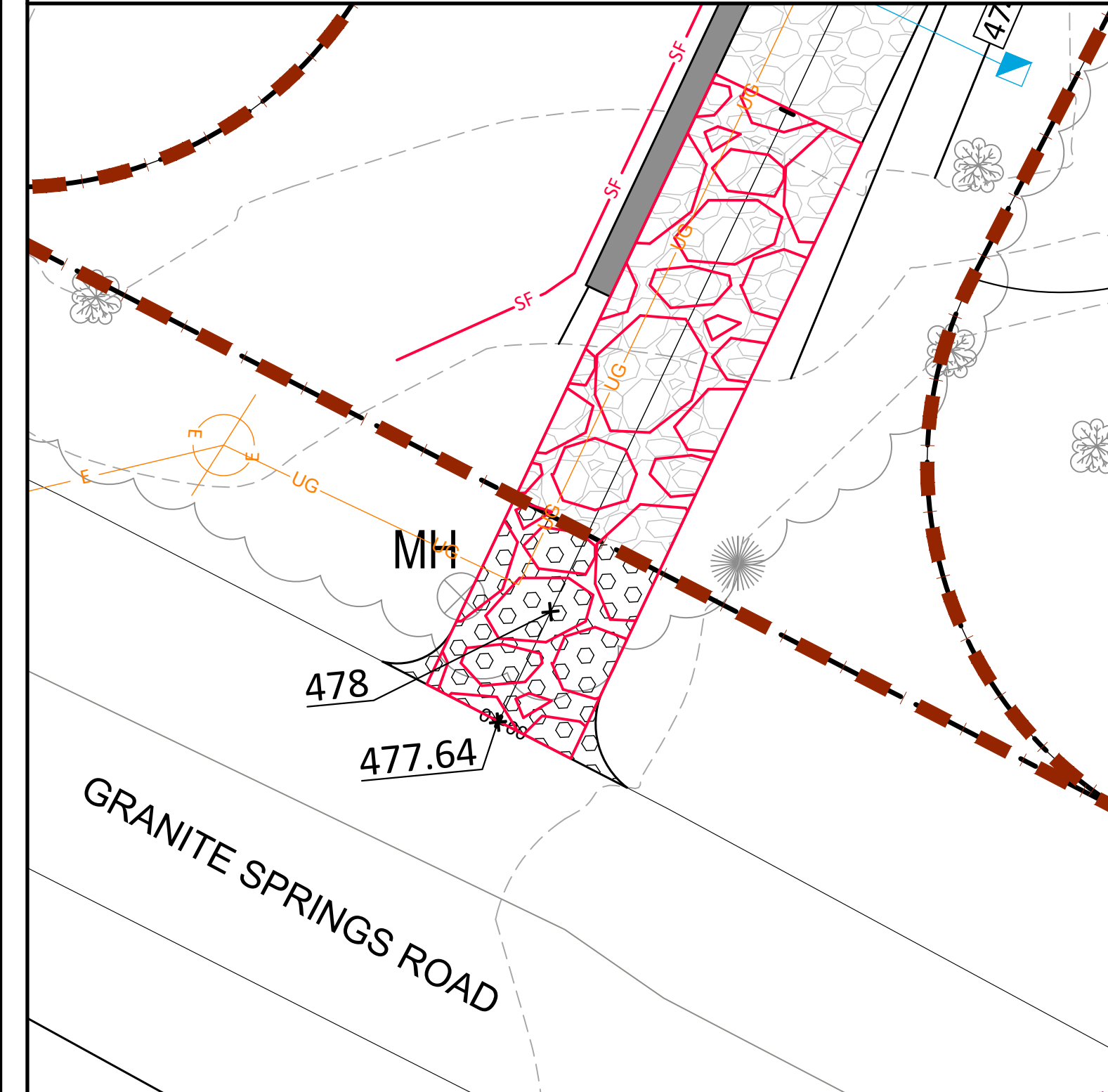
CONSTRUCTION FENCE DETAIL (N.T.S.)



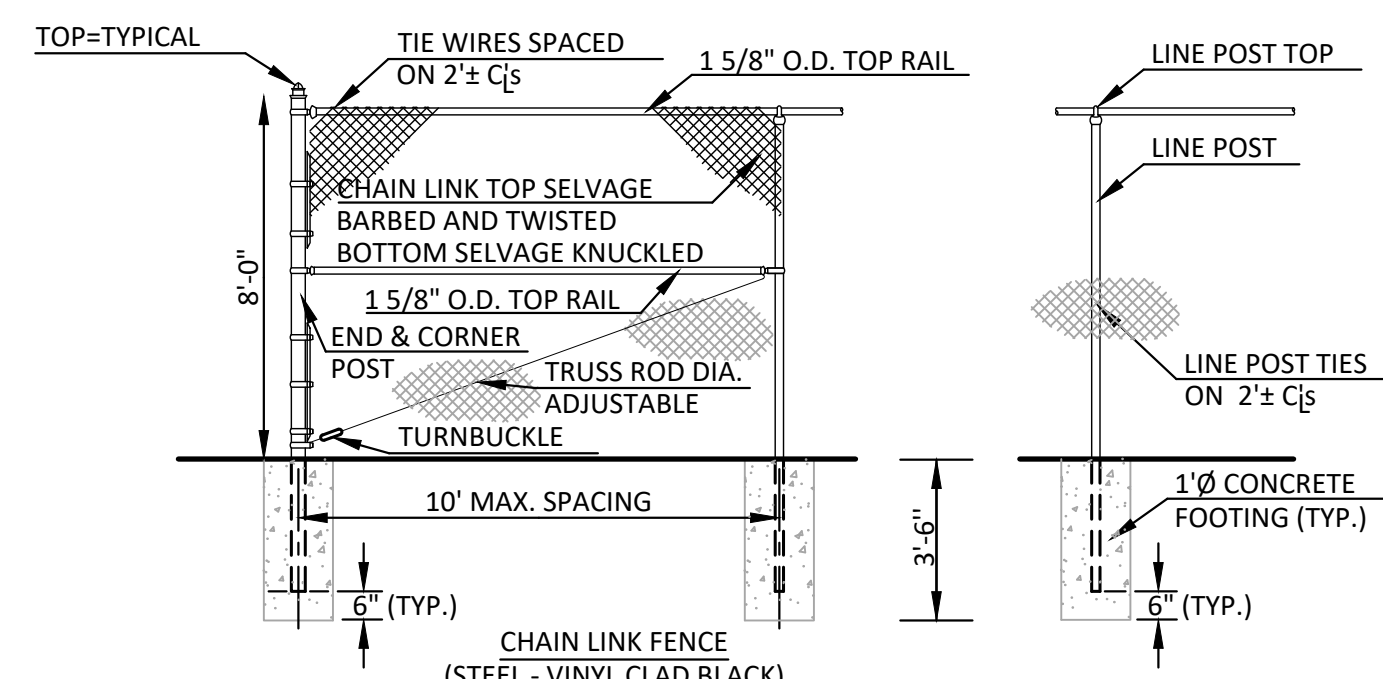
METER AND DISCONNECT (N.T.S.)



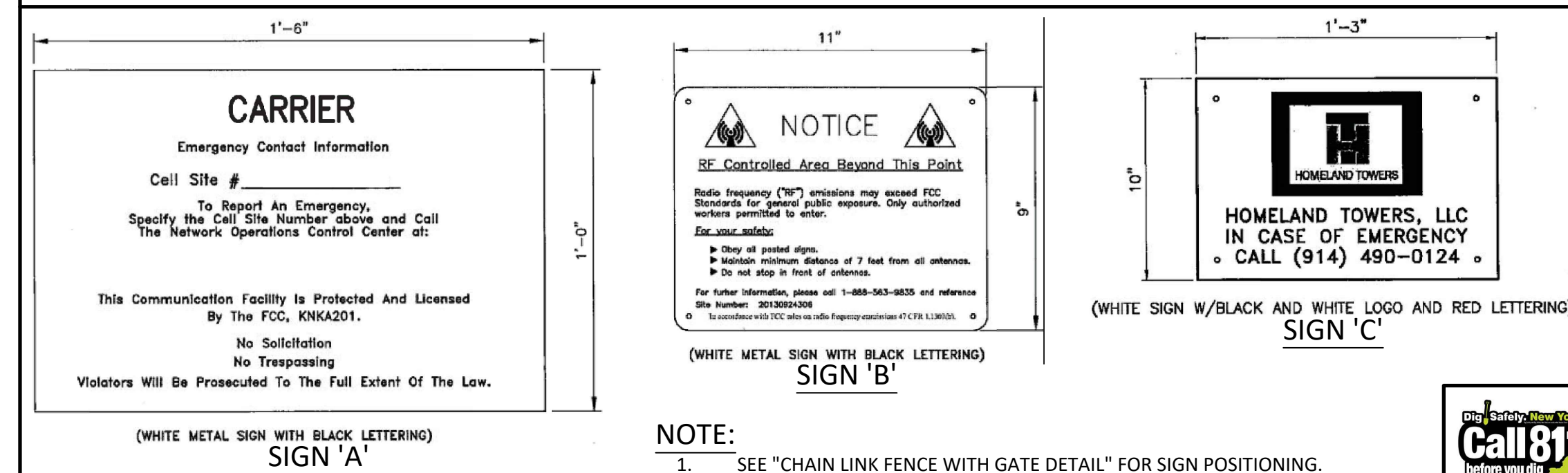
CONSTRUCTION ENTRANCE (1" = 10')



CHAIN LINK FENCE DETAIL (N.T.S.)



CHAIN LINK FENCE GATE SIGNS



NOT FOR CONSTRUCTION

**DETAILS AND NOTES
HOMELAND TOWER SITE NY578 -
GRANITE SPRINGS**

TOWN OF YORKTOWN WESTCHESTER COUNTY, NEW YORK

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1.	JUNE 20, 2022; REVISE DRIVEWAY	REVISIONS
		PROJECT I.D.: YRHMELAND900
		DATE: FEBRUARY 16, 2022

SITE NAME: GRANITE SPRINGS
SITE NUMBER: NY578
TAX PARCELS: 27.11-1-33



THE CONTRACTOR SHALL CALL FOR A UTILITY MARK-OUT AT LEAST 2 DAYS BUT NO MORE THAN 10 DAYS PRIOR TO ANY EXCAVATION.